

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM367417

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Baranay Investments, LLC		12/29/2015	LIMITED LIABILITY COMPANY: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ABRO Licensing, LLC		
<b>Street Address:</b>	3580 Blackthorn Court		
<b>City:</b>	South Bend		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46628		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: INDIANA		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2461698	ABRO	
Registration Number:	1103736	ABRO	
Registration Number:	2161554	ABRO	
Registration Number:	2823603	ABRO	
Registration Number:	2337675	ABRO	
Registration Number:	3471702	ABRO	
Registration Number:	3358772	ABRO	
Registration Number:	3598117	ABRO	
Registration Number:	3622173	ABRO	
Registration Number:	4626169	ABRO	
Registration Number:	4667428	ABRO	
Registration Number:	3766850	ABRO	
Registration Number:	4258510	ABRO	
Registration Number:	4074280	ABRO	
Registration Number:	4556027	ABRO	
Registration Number:	4523462	ABRO	
Registration Number:	4285074	ABRO	
Serial Number:	85520306	ABRO MASTERS	
Serial Number:	85520309	ABRO PLATINUM	
<b>TRADEMARK</b>			

CH \$515.00 2461698

Property Type	Number	Word Mark
Serial Number:	86790440	ABRO
<b>CORRESPONDENCE DATA</b>		
Fax Number:	5742371125	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	574-237-1156	
Email:	michelle.horvath@btlaw.com	
Correspondent Name:	Barnes & Thornburg LLP	
Address Line 1:	100 North Michigan Street	
Address Line 2:	700 1st Source Bank Center	
Address Line 4:	South Bend, INDIANA 46601	
<b>ATTORNEY DOCKET NUMBER:</b>	ABRO LICENSING - GENERAL	
<b>NAME OF SUBMITTER:</b>	Gerard T. Gallagher	
<b>SIGNATURE:</b>	/Gerard T. Gallagher/	
<b>DATE SIGNED:</b>	12/30/2015	
<b>Total Attachments: 4</b>		
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source=Assignment#page2.tif		
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## TRADEMARK ASSIGNMENT AND PURCHASE AGREEMENT

**THIS TRADEMARK ASSIGNMENT AND PURCHASE AGREEMENT** ("Agreement") is made by Baranay Investments, LLC, an Indiana limited liability company ("Seller") and ABRO Licensing, LLC, an Indiana limited liability company ("Purchaser").

**WHEREAS**, Seller is the legal owner of all right, title and interest in the United States in and to the trademarks listed on Exhibit A hereto, including without limitation, the registrations therefor, and all common law rights associated with the foregoing (collectively, "Trademarks"), which are subject to this Agreement; and

**WHEREAS**, Seller desires to assign and sell the Trademarks to Purchaser, and Purchaser desires to purchase the Trademarks on the terms and subject to the conditions set forth herein;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. **Assignment and Sale of the Trademarks.** Seller does hereby grant, bargain, sell, convey, transfer, assign and set over unto Purchaser all right, title and interest in and to the Trademarks in the United States, including all applications and registrations therefore, all common law rights associated therewith and all of the goodwill of the business symbolized by the Trademarks. Seller further assigns to Purchaser the right to sue and collect damages for any and all past, present and future infringement of any rights in the Trademarks in the United States. The Trademarks purchased pursuant to this Agreement shall be deemed to be delivered by Seller to Purchaser as of the date of this Agreement.

2. **Purchase Price.** The purchase price for the Trademarks shall be the fair market value of the Trademarks as of the date of this Agreement, as determined by Stout Risius Ross, Inc. which has been retained for that purpose (the "Purchase Price"). The Purchase Price of the Trademarks is estimated to be [REDACTED] based on the preliminary determination of such value by Stout Risius Ross, Inc. The Purchase Price shall be payable in accordance with the terms and conditions set forth in a Promissory Note in the form attached as Exhibit B to this Agreement. If the final value determination of Stout Risius Ross, Inc. is different than the preliminary value, or if value of the Trademarks as of the date of this Agreement, as finally determined for purposes of Chapter 12 of the Internal Revenue Code with respect to Seller, is determined to be different than the Purchase Price (pursuant to a final determination in a judicial proceeding involving Seller or Purchaser, or a binding settlement agreement to which the Seller or the Purchaser is a party), then the parties agree to redetermine the Purchase Price accordingly. If the Purchase Price is adjusted pursuant to the preceding sentence, Seller will pay to Purchaser, or Purchaser will refund to Seller, as the case may be, the difference between the Purchase Price as initially determined and the adjusted Purchase Price. This will be accomplished by an adjustment to the balance due on the Promissory Note plus a payment of additional interest due, or a refund of excess interest paid, through the redetermination date based on the adjusted Purchase Price.

3. **Representations and Warranties.** Seller represents and warrants to Purchaser as follows:

(a) Seller has good and marketable title to the Trademarks free and clear of all liens, claims, security interests and other encumbrances and all rights of third parties of any type or description. However, Purchaser agrees to purchase

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the Trademarks subject to all liens, claims, security interests or other encumbrances and all rights of third parties of any type or description related to the assets owned by Seller. Except for this Agreement and the Trademark License Agreement between Baranay Investments, LLC f/k/a Baranay Family Investments, LLC and ABRO Industries, Inc. dated January 1, 2008 (as amended), there are no agreements or understandings of any kind relating to the Trademarks to which Seller is a party. This Agreement is valid and effective to transfer and assign to Purchaser good and marketable title to the Trademarks.

(b) No person or entity acting on Seller's behalf has any claim for a brokerage commission, finder's fee or other like payment in connection with the transactions contemplated by this Agreement.

(c) The sale contemplated by this Agreement is an arm's length transaction for fair market value.

4. **Covenants.** Seller agrees to indemnify Purchaser and to protect, defend and hold Purchasers harmless from and against any and all claims, causes of action, losses, costs, damages, injuries or expenses, including without limitation reasonable attorneys' fees, wheresoever and howsoever arising which Purchaser may incur which relate to or arise out or as a result of (i) the breach of any of the representations or warranties of Seller contained in this Agreement, (ii) the breach by Seller of any of the agreements of Seller contained in this Agreement, (iii) the ownership of the Trademarks on or prior to the date of this Agreement (but excluding any claims, causes of action, costs or expenses arising from the business activities of Seller prior to the date of purchase), or (iv) any investigation, attempt to correct or defense against any of the foregoing for which Purchaser is entitled to be indemnified pursuant to the foregoing provisions. Purchaser shall endeavor to promptly deliver written notice to the Seller specifying, to the extent known, the basis, nature and amount of any claim for indemnification; provided, however, that the failure of Purchaser to provide such notice shall not invalidate or reduce any right of Purchaser to indemnification under this Agreement.

5. **Miscellaneous.**

(a) Seller agrees to execute and deliver to Purchaser all such further instruments and documents as may reasonably be requested by Purchaser in order to carry out fully the intent and to accomplish the purposes of the transaction contemplated hereby.

(b) This Agreement represents the entire agreement between the parties as to the subject matter hereof and supersedes all prior written or oral agreements or understandings with respect to the subject matter hereof.

(c) The representations, warranties and covenants made herein shall survive the execution and delivery of this Agreement and the sale of the Trademarks effected hereby.

(d) No course of dealing between Seller and Purchaser, nor any delay in exercising any rights or remedies hereunder or otherwise shall operate as a waiver of any of the rights and remedies of Purchaser. No waiver by Purchaser shall be effective unless the same is in a writing signed by Purchaser.

(e) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

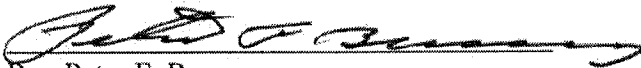
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(f) This Agreement shall be governed by and interpreted under the laws of the State of Indiana applicable to contracts made and to be performed therein, without giving effect to the principles of conflict of laws thereof.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed on December 27, 2015.

**Seller:**

Baranay Investments, LLC



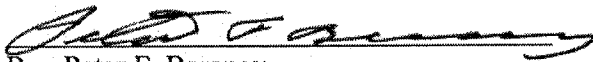
By: Peter F. Baranay  
Its: Member and Manager



By: Nancy N. Baranay  
Its: Member and Manager

**Purchaser:**

ABRO Licensing, LLC



By: Peter F. Baranay  
Its: Manager

**EXHIBIT A**  
**Trademarks**

<u>Application/ Registration No.</u>	<u>Mark</u>	<u>Country</u>
2461698	ABRO	U.S.
1103736	ABRO	U.S.
2161554	ABRO	U.S.
2823603	ABRO	U.S.
2337675	ABRO	U.S.
3471702	ABRO	U.S.
3358772	ABRO	U.S.
3598117	ABRO	U.S.
3622173	ABRO	U.S.
4626169	ABRO	U.S.
4667428	ABRO	U.S.
3766850	ABRO	U.S.
4258510	ABRO	U.S.
4074280	ABRO	U.S.
4556027	ABRO	U.S.
4523462	ABRO (stylized)	U.S.
4285074	ABRO & Star Design	U.S.
85/520306	ABRO MASTERS	U.S.
85/520309	ABRO PLATINUM	U.S.
86/790440	ABRO	U.S.

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