

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM369514

<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>
Aaron Sternberg		12/15/2015	INDIVIDUAL: UNITED STATES
Noah Ullman		12/15/2015	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Performance Designed Products LLC		
<b>Street Address:</b>	2300 West Empire Avenue, Suite 600		
<b>City:</b>	Burbank		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91504		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2710242	AIR FLO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2134432892		
<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>			
<b>Phone:</b>	(213) 620-1780		
<b>Email:</b>	shwang@sheppardmullin.com		
<b>Correspondent Name:</b>	Susan Hwang		
<b>Address Line 1:</b>	333 South Hope Street, 43rd Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	13RZ-226254		
<b>NAME OF SUBMITTER:</b>	Susan Hwang		
<b>SIGNATURE:</b>	/Susan Hwang/		
<b>DATE SIGNED:</b>	01/15/2016		
<b>Total Attachments: 6</b>			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") dated December 15, 2015 (the "Effective Date") is entered into by and among Anron B. Sternberg, an individual ("Sternberg"), Noah T. Ullman, an individual ("Ullman"), and Performance Designed Products, a California limited liability company ("Buyer"). Sternberg and Ullman are collectively referred to herein as "Seller" while Seller and Buyer may be referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Seller desires to convey, transfer and assign to Buyer the Assigned Trademarks and Buyer desires to accept such conveyance, transfer and assignment in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

REDACTED

1. Assignment. In consideration of [REDACTED] "Consideration Amount") paid by Buyer upon execution of this Trademark Assignment by wire transfer of immediately available funds to the account provided in Exhibit A, Seller hereby irrevocably conveys, transfers and assigns to Buyer all of Seller's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

- (a) the trademarks, trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof; provided that, only with respect to United States intent-to-use trademark applications, the transfer of such applications accompanies the transfer of Seller's business, or portion of the business to which such trademarks pertain, and that business is ongoing and existing;
- (b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the foregoing;
- (c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks of the U.S. Patent and Trademark Office ("USPTO") and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Buyer. Seller shall execute any and all documents and take all other further actions as reasonably requested by Buyer to transfer ownership of the Assigned Trademarks including. In the event Assignee is unable, after reasonable effort, to secure Assignor's signature for the purposes of making such filings and recordations and more fully vesting ownership in the Assigned Trademarks, for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized agents as Assignor's agent and attorney-in-fact, to act for and in its behalf to execute and file any and all such documents and to do all other lawfully permitted acts to accomplish the complete and exclusive transfer of the Mark.

3. **Representations and Warranties.** Seller hereby represents and warrants to Buyer as follows, as of the date hereof:

(a) All required filings and fees related to the trademark registrations and applications listed on Schedule 1 hereto have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and all such trademark registrations and applications are otherwise in good standing. Seller has provided Buyer with true and complete copies of file histories, documents, certificates, office actions, correspondence and other materials related to all such trademark registrations and applications.

(b) Seller owns all right, title and interest in and to the Assigned Trademarks, free and clear of liens, security interests and other encumbrances. Seller is in full compliance with all legal requirements applicable to the Assigned Trademarks and Seller's ownership and use thereof.

(c) To Seller's knowledge, no person has infringed, violated or misappropriated, or is infringing, violating or misappropriating, any of the Assigned Trademarks.

4. **Indemnity.** Seller shall defend, indemnify and hold harmless Buyer, its affiliates and their respective shareholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements arising from or relating to any breach by Seller of its representations, warranties and other obligations hereunder. Seller's total obligation to Buyer under this Section 4 shall be capped at the Consideration Amount.

5. **Miscellaneous.**

(a) **Notification.** All notices, requests and other communications hereunder shall be in writing, shall be addressed to the receiving Party's address set forth below or to such other address as a Party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) sent by private courier service providing evidence of receipt, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid. The addresses and other contact information for the Parties are set forth on the signature page to this Agreement. All notices, requests and other communications hereunder shall be deemed to have been given either (i) if by hand, at the time of the delivery thereof to the receiving Party at the address of such Party set forth above, (ii) if sent by private courier, on the day such notice is delivered to the recipient, or (iii) if sent by registered or certified mail, on the fifth (5<sup>th</sup>) business day following the day such mailing is made.

(b) **Governing Law and Venue.** This Agreement will be construed, interpreted and applied in accordance with the laws of the State of California, excluding its body of law controlling conflicts of law. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be initiated and tried exclusively in the state and federal courts located in Los Angeles, California.

(c) **Entire Agreement.** This is the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior representations, understandings and agreements between the Parties with respect to the subject matter hereof. No modification shall be effective unless in writing with specific reference to this Agreement and signed by the Parties.

(d) **Headings.** Section and subsection headings are inserted for convenience of reference only and do not form part of this Agreement.

(e) **Construction.** The Parties hereto acknowledge and agree that: (a) each Party and its counsel reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision; (b) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; and (c) the terms and provisions of this Agreement shall be construed fairly as to all Parties hereto and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.

(f) **Severability.** If any provision(s) of this Agreement are or become invalid, are ruled illegal by any court of competent jurisdiction or are deemed unenforceable under then current Applicable Law from time to time in effect, it is the intention of the Parties that the remainder of this Agreement shall

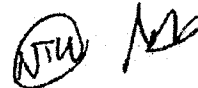
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not be affected thereby provided that a Party's rights under this Agreement are not materially affected. The Parties hereto covenant and agree to renegotiate any such term, covenant or application thereof in good faith in order to provide a reasonably acceptable alternative to the term, covenant or condition of this Agreement or the application thereof that is invalid, illegal or unenforceable, it being the intent of the Parties that the basic purposes of this Agreement are to be effectuated.

(g) **Further Assurances.** Each Party agrees to execute, acknowledge and deliver such further instructions and documents, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement.

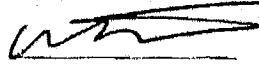
(h) **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]



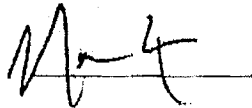
IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the Effective Date.

**Aaron B. Sternberg**




9434 W. Via Montoya Drive  
Peoria, AZ 85383

**Noah T. Ullman**



474 Smith Hill Road  
PO Box 202  
Colebrook, CT 06021

**Performance Designed Products L.L.C.**

By 

Name: Chris Richards  
Title: Chief Executive Officer

2300 W. Empire Avenue  
Suite 600  
Burbank, CA 91504



**REDACTED PAGE**

Schedule 1

Assigned Trademarks

<u>Mark</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>	<u>Register</u>
AIR FLO	2710242	April 22, 2003	Supplemental

