

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374043

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Allant Group, Inc.		01/26/2016	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Allant Group, LLC		
Street Address:	2056 Westings Avenue, Suite 500		
City:	Naperville		
State/Country:	ILLINOIS		
Postal Code:	60563		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2783087	ALLANT GROUP	
Registration Number:	2760280	ALLANT THEALLANTGROUP	
Registration Number:	2812830	ALLANT	
CORRESPONDENCE DATA			
Fax Number:	3124607000		
<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:	3124605000		
Email:	patentdocket_chi@seyfarth.com		
Correspondent Name:	Patrick T. Muffo		
Address Line 1:	131 S. DEARBORN ST., SUITE 2400		
Address Line 2:	Seyfarth Shaw LLP		
Address Line 4:	CHICAGO, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	068044-000002		
NAME OF SUBMITTER:	Patrick T. Muffo		
SIGNATURE:	/Patrick T. Muffo/		
DATE SIGNED:	02/22/2016		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Instrument**”), dated and effective as of January 26, 2016, is by The Allant Group, Inc., an Illinois corporation (“**Seller**”) in favor of Allant Group, LLC, a Delaware limited liability company (“**Buyer**”). Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement dated of even date herewith (the “**Asset Purchase Agreement**”) by and between Buyer and Seller.

WHEREAS, pursuant to the Asset Purchase Agreement and as a condition to Closing thereunder, Seller wishes to assign to Buyer, and Buyer wishes to acquire from Seller, the entire right, title and interest in and to the Intellectual Property Registrations; and

WHEREAS, this Instrument is being executed and delivered by Seller in order to effectuate such transfer, assignment, conveyance and delivery of the Intellectual Property Registrations from Seller to Buyer.

NOW, THEREFORE, pursuant to the terms of the Asset Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby covenants and agrees as follows:

1. Assignment. Effective as of the Closing, Seller hereby irrevocably sells, assigns, transfers, and relinquishes to Buyer, and Buyer hereby accepts from Seller, the entire right, title, and interest in and to the Intellectual Property Registrations including, but not limited to:

(a) all rights of any kind whatsoever of Seller accruing under the Intellectual Property Registrations provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including without limitation those Intellectual Property Registrations identified on Schedule 1;

(b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Intellectual Property Registrations; and

(c) any and all claims and causes of action with respect to the Intellectual Property Registrations and any of the foregoing, whether accruing before, on and/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. Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Instrument and the other Transaction Documents and provide an orderly transition of the Business to Buyer.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Instrument is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Intellectual Property Registrations. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency

between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Instrument may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Instrument delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Instrument.

5. Successors and Assigns. This Instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

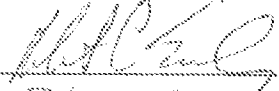
6. Governing Law. This Instrument shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Illinois.

7. Severability. If any term or provision of this Instrument is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Instrument or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Instrument so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

[Remainder of page intentionally left blank - signature page follows.]

IN WITNESS WHEREOF, Buyer and Seller have caused this Intellectual Property Assignment Agreement to be executed duly executed and delivered as of the date first set forth above.

THE ALLANT GROUP, INC.

By: 
Name: Robert C. Early
Title: Chairman

ALLANT GROUP, LLC

By: _____
Name:
Title:

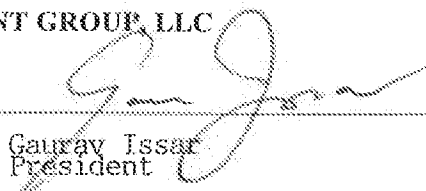
IN WITNESS WHEREOF, Buyer and Seller have caused this Intellectual Property Assignment Agreement to be executed duly executed and delivered as of the date first set forth above.

THE ALLANT GROUP, INC.

By: _____
Name:
Title:


ALLANT GROUP LLC

By: _____
Name: Gaurav Issar
Title: President



Schedule I

Trademarks

Mark	Serial Number	Registration Number	Registration Date
Allant Group	78064491	2783087	November 11, 2003
 The logo features the word "ALLANT" in a bold, stylized font with a dot over the "A". Below it, the tagline "theALLANTGROUP" is written in a smaller, lowercase font.	78080709	2760280	September 2, 2003
Allant	78080877	2812830	February 10, 2004