

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375412

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ballantyne Strong, Inc.		12/21/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Syncrolite, LLC		
Street Address:	2025 Royal Lane		
Internal Address:	Suite 370		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75229		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3099212	RADIANCE	
Registration Number:	2198071	GLADIATOR	
Registration Number:	2168320	TECHNOBEAM	
Registration Number:	1173073	SKY-TRACKER	
Registration Number:	0638363	SUPER TROUPER	
CORRESPONDENCE DATA			
Fax Number:	2145508185		
<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:	214-550-8188		
Email:	trademarks@carterscholer.com		
Correspondent Name:	Carter Scholer Arnett Hamada & Mockler		
Address Line 1:	8150 N. Central Expressway		
Address Line 2:	Suite 500		
Address Line 4:	Dallas, TEXAS 75206		
ATTORNEY DOCKET NUMBER:	SYNC01-00001		
NAME OF SUBMITTER:	DYAN M. HOUSE		
SIGNATURE:	/Dyan M. House/		
DATE SIGNED:	03/03/2016		

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Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is entered into and effective as of December 21, 2015, by and between BALLANTYNE STRONG, INC., a Delaware corporation ("Assignor") and SYNCROLITE, LLC, a Texas limited liability company ("Assignee"), each individually referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of December 21, 2015, by and between Assignor and Assignee (the "Asset Purchase Agreement").

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to transfer to Assignee all of Assignor's right, title and interest in and to the Intellectual Property and the goodwill accrued in connection and associated therewith, including but not limited to, the intellectual property owned by Assignor, which is listed in Schedule 1.1.7 of the Asset Purchase Agreement and further identified on Exhibit A attached hereto.

WHEREAS, Assignee is desirous of acquiring the full right, title and interest in, to and under the Intellectual Property and the goodwill accrued in connection and associated therewith.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions. Capitalized terms not defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement. In the event of a conflict between the terms hereof and those set forth in the Asset Purchase Agreement, the Asset Purchase Agreement shall govern.

2. Assignment. Assignor does hereby assign, transfer, convey and set over unto Assignee its full right, title and interest, including common law rights, in, to and under the Intellectual Property, including all goodwill accrued in connection and associated therewith, and the exclusive right to enforce the Intellectual Property in the sole name of Assignee, including the right to sue for past infringement if any there may be.

3. Covenant by Assignor. Assignor agrees that it will, upon Assignee's reasonable request, execute and deliver all such instruments and other documents as may be reasonably necessary or desirable to perfect Assignee's title in, to and under the Intellectual Property, including all goodwill accrued in connection and associated therewith. Assignor hereby covenants that no assignment, sale agreement or encumbrance has been or will be made or entered into by Assignor that would conflict with this assignment.

4. Further Assurances. Assignor further agrees that Assignor will reasonably cooperate with Assignee in any enforcement action related to the Intellectual Property. With

respect to any patents or patent application, Assignee further covenants that Assignor will, upon request, promptly provide all pertinent facts and documents relating to the any patent or pending application and the invention described therein, any patent applications claiming priority to the a pending patent or patent application, and any patents issuing from pending patents or applications as may be known and accessible to Assignor.

5. Domain Names. With respect to any domain names included in the Intellectual Property, Assignor will provide reasonable assistance in transmitting account information or transferring domain names as may be reasonably required by Assignee.

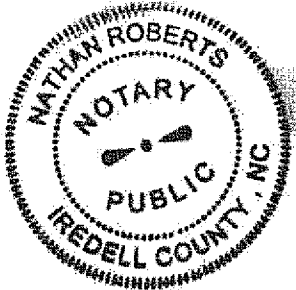
6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement.

7. Governing Law. This Assignment shall be governed by, and construed in accordance with the internal laws of the State of Delaware (without reference to its choice of law rules that would require the application of the laws of any other jurisdiction).

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Assignment as of the date first written above.

ASSIGNOR:



BALLANTYNE STRONG, INC., a Delaware corporation

By [Signature]
Name: D. Kyle Cerminara
Title: Executive Chairman and CEO

STATE OF North Carolina

COUNTY OF Iredell

This instrument was acknowledged before me on the 21st day of December 2015, by D. Kyle Cerminara, as Executive Chairman and CEO of BALLANTYNE STRONG, INC., a Delaware corporation.

My Commission Expires: 11 Sept. 2019

[Signature]
Notary Public
Commissioner No.: _____

ASSIGNEE:

SYNCROLITE, LLC, a Texas limited liability company

By: _____
Name: Jerry Trojan
Title: Chief Executive Officer

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, by Jerry Trojan, as Chief Executive Officer of SYNCROLITE, LLC, a Texas limited liability company.

My Commission Expires: _____

Notary Public
Commissioner No.: _____

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Assignment as of the date first written above.

ASSIGNOR:

BALLANTYNE STRONG, INC., a Delaware corporation

By: _____

Name: D. Kyle Cerminara

Title: Executive Chairman and CEO

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____ by D. Kyle Cerminara, as Executive Chairman and CEO of BALLANTYNE STRONG, INC., a Delaware corporation.

My Commission Expires: _____

Notary Public

Commissioner No.: _____

ASSIGNEE:

SYNCROLITE, LLC, a Texas limited liability company

By: _____

Name: Jerry Trojan

Title: Chief Executive Officer

STATE OF Texas

COUNTY OF Dallas

This instrument was acknowledged before me on the 17th day of December by Jerry Trojan, as Chief Executive Officer of SYNCROLITE, LLC, a Texas limited liability company.

My Commission Expires: _____

January 18, 2016

Notary Public

Commissioner No.: _____

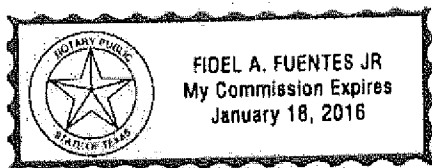


Exhibit A

See Attached

Intellectual Property

Trademarks:

- Sky-Tracker (Registered) 1,173,073
- XenoTech (common)
- Radiance (Registered) 3,099,212
- Gladiator (Registered) 2,198,071
- TechnoBeam (Registered) 2,168,320
- Super Trouper (Registered) 0,638,363
- Strong BriteLight (common)
- BriteLights (common)
- Nocturn (common)
- Roadie (common)
- Trouperette (common)

Patents:

None

Domain Names:

Strong-lighting.com (6/21/16 Expiration)
Skytracker.com (2/24/16 Expiration)
Newstronglighting.com (4/30/16 Expiration)
Discountstagelights.com (2/13/16 Expiration)

Copyrights:

None

Design, Drawings and Solid Models:

- Super Trouper, Super Trouper II
- Glad, Glad II, Glad III, Glad IV
- Radiance, Roadie, Strong 575
- Trouper, Trouperette, Trouperette II, Trouperette III, Trouperette IV
- Xenotech Brightlight 571, 2000, 4000, 7000, 10000
- NASA 10K Trailer System
- Xenotech Mark 5
- Skytracker, SLX (2K, 4k), STX1 (2k, 4k), STX4 (2k, 4k)
- Solutions 650, Solutions II
- Nocture 250, 400, 600