

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381367

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alexander Smith		04/20/2016	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Victor Corporation of America		
Street Address:	1504 Brandywine Blvd		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19809		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86249249	VICTROLA	
Serial Number:	86561550	CAMDEN	
Registration Number:	4813913	VICTOR TALKING MACHINE CO.	
CORRESPONDENCE DATA			
Fax Number:	3025254097		
<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:	302-531-8876		
Email:	jtholden@holden-law.com		
Correspondent Name:	James T. Holden		
Address Line 1:	1504 Brandywine Blvd		
Address Line 4:	Wilmington, DELAWARE 198092212		
NAME OF SUBMITTER:	James T. Holden		
SIGNATURE:	/James T Holden/		
DATE SIGNED:	04/20/2016		
Total Attachments: 5			
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source=IP Assignment from Graham fully executed#page3.tif			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is effective as of the 1st day of April, 2016 (the "Effective Date"), by and between ALEXANDER SMITH, an individual ("Assignor"), and VICTOR CORPORATION OF AMERICA, a Delaware corporation ("Assignee"). Assignor and Assignee are referred to herein individually as a "party" and together as the "parties."

RECITALS:

WHEREAS, Assignor is the owner of certain intellectual property otherwise relating to the operation and promotion of the business of Assignee, including, without limitation, the items, including, any registrations or applications, set forth on Schedule A (collectively, the "Intellectual Property"); and

WHEREAS, Assignor is the owner of all right, title, and interest in and to the Intellectual Property and the Rights (as defined herein), including all related proprietary and intellectual property rights, and, Assignor desires to assign the Intellectual Property to, and otherwise confirm the ownership of same in the name of, Assignee; and

WHEREAS, Assignee has agreed to issue a fixed number of Common Shares of Assignee to Assignor, effective April 1, 2016, in consideration for Assignor's agreement to sell and transfer to Assignee all of its right, title and interests in and to certain assets, including but not limited to the Intellectual Property; and

WHEREAS, Assignee desires to accept and assume from Assignor all rights, title and interest in and to the Intellectual Property and the Rights (as defined herein), including all related proprietary and intellectual property rights.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys, and sets over to Assignee, and its successors and assigns, and Assignee accepts, purchases, and assumes all of the rights, title and interest that Assignor may have, throughout the world and on a *nunc pro tunc* basis, in and to all proprietary and intellectual property rights, including, but not limited to, copyright, patent rights, design rights, trademark rights, trade secrets rights, and database rights, in and to the following:

1.1. The Intellectual Property;

1.2. All rights and privileges pertaining to the Intellectual Property, including, without limitation, the right to file for and receive registrations, all causes of action, claims, demands presently or hereafter accruing with respect to the same, including the right to sue or bring other actions for past, present and future infringement thereof anywhere in the world as well as the right to collect damages as a result thereof (the property, assets, and rights encompassed by subsections 1.1 and 1.2 are referred to collectively as the "Rights").

2. Interpretation of Assignment. The parties acknowledge and agree that the sale and assignment called for in this Agreement should be interpreted broadly to include all tangible and intangible assets, information, goodwill, and rights owned or controlled by Assignor with respect to the Intellectual Property, and which are required or desirable for the complete transfer to Assignee of all right, title, and interest in and to the Intellectual Property and the Rights and the exploitation, improvement, and further development of the Intellectual Property and the Rights, including, without limitation, any unpatented technology, techniques, methodologies, programs, code, objects, inventions, data, designs, graphics, specifications, and other components relating to and required to use, improve, exploit, and develop the Intellectual Property.

3. Authorization to Record. Assignor agrees that this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any country for

any purpose regarding the subject matter hereof, as well as constituting proof of the right of Assignee or its successors, assigns, or nominees to apply for patent, copyright, trademark, or design or other protection for the Rights. The assignment contained in this Agreement shall be sufficient evidence of the transfer to Assignee of the Rights and may be submitted to the Copyright Office or the Patent and Trademark Office of the United States and the equivalent offices and ministries of other countries as evidence of Assignee's ownership.

4. Protection. Assignor further assigns all rights, and empowers Assignee, its successors, assigns and nominees, (i) to make applications for patent, trademark, copyright or other intellectual property registration or protection anywhere in the world, (ii) to claim and receive the benefit of any applicable rights of priority in connection with such applications, (iii) to invoke and claim the aforementioned rights of priority without further written or oral authorization, (iv) to prosecute such applications to issue, and (v) to have any and all registrations issued in the name of Assignee, in each case with respect to the Rights.

5. Consideration. As consideration of Assignor's sale and assignment of the Intellectual Property and the Rights to Assignee, Assignor acknowledges and agrees that Assignor has received sufficient consideration and that this assignment of the Intellectual Property and the Rights is effective as of the Effective Date noted above, made without reservation of rights, and shall be irrevocable upon the execution of this Agreement. Except as otherwise agreed to by the parties in writing, each party shall be responsible for the payment of costs it has incurred and will incur according to law in connection with the execution and delivery of this Agreement and consummation of the transactions contemplated hereby.

6. Further Assurances. Assignor further agrees that Assignor will: (i) cooperate with Assignee in the filing and prosecution of any and all patent, trademark, copyright or other intellectual property registrations or applications; (ii) execute, verify, acknowledge and deliver all such further papers, including applications and instruments of transfer; and (iii) perform such other acts, as Assignee lawfully may request, at Assignee's expense, to facilitate Assignee's right to obtain, perfect, protect, maintain, defend or enforce any of the Rights granted hereunder. In the event that Assignee is unable for any reason whatsoever to secure Assignor's signature to any document when so required to effectuate fully this Agreement, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and on its behalf, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing, with the same legal force and effect as if executed by Assignor.

7. Representations and Warranties.

7.1. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee the following:

7.1.1. Assignor will not make any further use of any information or materials associated with the Rights.

7.1.2. Assignor is an individual domiciled in the State of New Jersey and has full power and authority to enter into and perform this Agreement and to carry out the transactions contemplated by this Agreement.

7.1.3. This Agreement has been duly executed and delivered by Assignor and constitutes a valid and binding obligation of Assignor enforceable in accordance with its terms.

7.1.4. The execution, delivery, and performance of this Agreement and the assignment of the Intellectual Property and Rights contemplated by this Agreement (a) will not conflict with or result in any breach of any of the terms, conditions, or provisions of, or constitute (with or without notice or lapse of time or both) a default under or a violation of, any indenture, loan, or credit agreement, note agreement, deed of trust, mortgage, security agreement, or other agreement, lease or other instrument, commitment or arrangement to which Assignor is a party or by which any of Assignor's properties, assets or rights are bound or affected or any decree, judgment, order, statute, rule, or regulation applicable to Assignor, and (b) will not result in the imposition of any lien or other encumbrance on any property, asset, or right held by Assignor.

7.1.5. Assignor has not, directly or indirectly, granted to any third party any right to use, make products based on, sell, transfer, modify, transmit, reproduce, display, perform, or otherwise partake of any benefit resulting from the Intellectual Property or Rights or any component thereof.

7.2. Representations and Warranties of Assignee. Assignee hereby represents and warrants to Assignor that the execution, delivery, and performance by Assignee of this Agreement have been duly authorized by all necessary company action, and that this Agreement has been duly executed and delivered by Assignee and constitutes a valid and binding obligation of Assignee enforceable in accordance with its terms.

8. Relationship of the Parties. Notwithstanding any provision hereof, for all purposes of this Agreement each party shall be and act as an independent contractor and shall not bind nor attempt to bind the other in any manner.

9. General.

9.1. Notices. Notices, statements and other communications to be given under the terms of this Agreement shall be in writing and delivered (i) by hand against receipt, (ii) by certified or registered mail, postage prepaid, return receipt requested, or (iii) by reputable overnight courier service with package tracking capability, addressed to the parties as follows:

To Assignor: Alexander Smith
49R Kings Highway East
Haddonfield, NJ 08033

To Assignee: Victor Corporation of America.
1504 Brandywine Blvd.
Wilmington, DE 19809
Attention: Chief Executive Officer

or at such other address as is from time to time designated by the party receiving the notice. Any such notice that is delivered by mail or reputable overnight courier service in accordance herewith shall be deemed received when delivery is received or refused, as the case may be. Additionally, notices may be given by telephone facsimile transmission or electronic mail with electronic or telephonic confirmation of receipt, provided that an original copy of such transmission shall be delivered to the addressee by reputable overnight courier service by no later than the second business day following such transmission. Telephone facsimiles and electronic mail shall be deemed delivered (A) on the date of such transmission if sent during the receiving party's normal business hours or (B) on the next succeeding day on which the receiving party is normally open for business if not sent during the receiving party's normal business hours.

9.2. Waiver & Severability. The failure of a party to require performance by another party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and enforceable.

9.3. Controlling Law; Jurisdiction. This Agreement shall be interpreted and controlled by and construed and enforced according to the laws of the State of New Jersey without regard to conflicts of laws provisions thereof. The parties specifically submit themselves to the jurisdiction of the state and federal courts sitting in Camden, New Jersey, and each agrees that said courts have the sole and exclusive jurisdiction over any and all disputes and causes of action between them.

9.4. Entire Agreement; Modification; Counterparts. This Agreement (together with the Schedule(s) hereto) constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement replaces and fully supersedes any prior verbal or written understandings, communications, or

representations between the parties. This Agreement shall not be modified except by a subsequently dated written amendment signed by a duly authorized representative of each party. This Agreement may be executed in multiple counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by the signature of their duly authorized officers as of the date above first written.

ASSIGNOR:

ALEXANDER SMITH

By: Alexander Smith

ASSIGNEE:

VICTOR CORPORATION OF AMERICA

By: [Signature]
Title: Chief Executive Officer _____

Schedule A
Intellectual Property

1. **Trademarks:**

- a. Trademark VICTOR TALKING MACHINE CO., SCRIBEWISE, USPTO Registration Number 4813913, registered September 15, 2015.
- b. Trademark CAMDEN, USPTO Serial Number 86561550, filed March 12, 2015.
- c. Trademark VICTROLA, USPTO Serial Number 86249249, filed April 11, 2014.