

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383278

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Decent Enterprises LLC		04/28/2016	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Handy Technologies, Inc.		
Street Address:	33 West 19th Street, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4458653	HANDII	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
<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:	6175701000		
Email:	rthomas@goodwinprocter.com		
Correspondent Name:	Ryan E. Thomas		
Address Line 1:	Goodwin Procter LLP		
Address Line 2:	Exchange Place, 53 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	128919/218745		
NAME OF SUBMITTER:	Ryan E. Thomas		
SIGNATURE:	/RET/		
DATE SIGNED:	05/05/2016		
Total Attachments: 4			
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OP \$40.00 4458653

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into as of April 28, 2016 (the "Effective Date"), by and between Decent Enterprises LLC, a Nevada limited liability company, with an address at 636 Canyon Greens Dr., Las Vegas, Nevada, 89144 ("Assignor"), and Handy Technologies, Inc., a Delaware corporation, with an address at 33 West 19th Street, 6th Floor, New York, New York 10011 ("Assignee"). Assignor and Assignee are collectively referred to herein as the "Parties."

WHEREAS, Assignee and Assignor have entered into that certain Trademark Settlement and Assignment Agreement, dated as of April 28, 2016 (the "Settlement Agreement"), pursuant to which Assignor has agreed to assign all right, title and interest in and to certain trademarks, trademark registrations, and other trademark rights, together with the goodwill of the business symbolized by such trademarks;

WHEREAS, Assignor owns all right, title and interest in and to such trademarks, trademark registrations, and other trademark rights set forth in Exhibit 1 of this Assignment (the "Trademarks"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to receive, all of Assignor's right, title and interest in and to the Trademarks from Assignor, together with the goodwill of the business symbolized thereby.

NOW, THEREFORE, pursuant to the Settlement Agreement, and for good and valuable consideration given and received, the receipt and legal sufficiency of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound hereby, agree as follows:

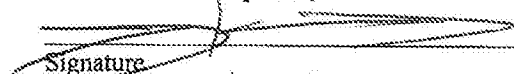
1. Assignor hereby irrevocably transfers, conveys, assigns and delivers to Assignee, and Assignee hereby accepts:
 - (a) all of Assignor's right, title and interest throughout the world (including, without limitation, all rights provided by international conventions and treaties) in and to all Trademarks, together with the goodwill of the business symbolized by the Trademarks;
 - (b) all rights to causes of action and remedies related to the Trademarks, including without limitation, the right to sue (including, without limitation, for damages and injunctive relief) for any past, present or future infringement, violation, dilution or other unauthorized use of any of the Trademarks;
 - (c) all rights to receive income, royalties, damages, payments or other consideration with respect to the Trademarks;
 - (d) all rights to prosecute and maintain the Trademarks; and
 - (e) all other rights and interests arising out of, in connection with or in relation to the Trademarks.
2. Assignor agrees, without further compensation, upon the request of Assignee (or its successors, assigns or legal representatives) to timely:
 - (a) execute all oaths, assignments, powers and any other papers;
 - (b) testify in all proceedings; and
 - (c) otherwise take all actions, and fully cooperate with Assignee;in each such case above, as may be necessary or appropriate, to convey, establish, evidence, maintain, protect, defend and enforce Assignee's rights in the Trademarks or otherwise related to securing and enforcing Assignee's rights under this Assignment; and Assignor hereby irrevocably appoints Assignee and any of its officers as Assignor's attorney in fact to undertake such acts in Assignor's name.

3. Assignor agrees to deliver to Assignee accurate copies of all material correspondence with the United States Patent and Trademark Office or third-parties relating to the filing, protection, infringement or enforcement of, the Trademarks, to the extent such has not already been delivered.
4. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States, and any other official of any applicable governmental authority, to record this Assignment and to issue any Trademarks from any applications included in the Trademarks to and in the name of Assignee.
5. This Assignment, the rights and obligations of the Parties under this Assignment, and any claim or controversy directly or indirectly based upon, arising out of or related to, this Assignment or the transactions contemplated by this Assignment (whether based upon contract, tort or any other theory), including, without limitation, all matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to any conflict of laws provisions that would require the application of the law of any other jurisdiction.
6. This Assignment may be executed in one or more counterparts (including by facsimile or electronic transmission), each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.
7. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

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IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered as of the Effective Date first set forth above.


For Decent Enterprises, LLC



Signature
Jordan Kelley - CEO

Name and Title
4/29/16

Date



Signature
BRIAN MILLER, GENERAL COUNSEL

Name and Title
4/28/16

Date

For Handy Technologies, Inc.

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

EXHIBIT 1

HANDII

Handii

United States Trademark Reg. No. 4458653

All common law or other trademark rights related to any of the above.