

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM385229

<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>
POWERTECH, INC.		02/26/2016	Corporation: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Battenfeld Technologies, Inc.		
<b>Street Address:</b>	2501 LeMone Industrial Blvd.		
<b>City:</b>	Columbia		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	65201		
<b>Entity Type:</b>	Corporation: MISSOURI		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4828640	GALAXY GREEN BEAM	
<b>Registration Number:</b>	4716382	POWERTECH	
<b>Registration Number:</b>	4716369	POWERTECH	
<b>Registration Number:</b>	4670141	DSS- DISTANCE SEEKING SENSOR	
<b>Registration Number:</b>	4669986	SOLSTAR SMART LIGHT	
<b>Registration Number:</b>	4613857	DSS	
<b>Registration Number:</b>	4353960	GALAXY	
<b>Registration Number:</b>	4353883	DELTA FORCE	
<b>Registration Number:</b>	4067319	DELTA 2	
<b>Registration Number:</b>	4244347	PENPLUSLIGHT	
<b>Registration Number:</b>	4066815	DELTA2	
<b>Registration Number:</b>	4061390	NA NIGHT ARMOR	
<b>Registration Number:</b>	4075063	NIGHT ARMOR	
<b>Registration Number:</b>	4061286	NIGHT ARMOR	
<b>Registration Number:</b>	3777574	MICRO90	
<b>Registration Number:</b>	3852424	UNIBAR	
<b>Registration Number:</b>	3423834	PATHMARKER	
<b>Registration Number:</b>	3284459	M-SAT MULTI-SWITCH ADVANCED TECHNOLOGY	

CH \$465.00 4828640

**CORRESPONDENCE DATA****Fax Number:** 2158648999*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.***Phone:** 215.864.8209**Email:** jacobsh@ballardspahr.com**Correspondent Name:** Hara K. Jacobs**Address Line 1:** Ballard Spahr LLP**Address Line 2:** 1735 Market Street, 51st Floor**Address Line 4:** Philadelphia, PENNSYLVANIA 19103-7599

<b>NAME OF SUBMITTER:</b>	Hara K. Jacobs
<b>SIGNATURE:</b>	/Hara K. Jacobs/
<b>DATE SIGNED:</b>	05/23/2016

**Total Attachments: 7**

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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of this 26th day of February, 2016, is made by **POWERTECH, INC.** ("**Seller**"), a Tennessee corporation, in favor of **BATTENFELD TECHNOLOGIES, INC.** ("**Buyer**"), a Missouri corporation, the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, by and among Buyer, Seller, and the Shareholders of Seller (as defined therein), dated as of January 18, 2016 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, 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, and foreign corresponding trademarks, trademark registrations, or trademark applications thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to 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. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment 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 Assigned Trademarks. 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 Trademark Assignment 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 agreement. A signed copy of this Trademark Assignment 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 Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

**THE SELLER:**

POWERTECH, INC.

By: Samy J. Helms  
Name: [Signature]  
Title: President

AGREED TO AND ACCEPTED:

**THE BUYER:**

BATTENFELD TECHNOLOGIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

THE SELLER:

POWERTECH, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

AGREED TO AND ACCEPTED:

THE BUYER:

BATTENFELD TECHNOLOGIES, INC.

By: Jim Gianfaldi

Name: Jim Gianfaldi

Title: President

**SCHEDULE 1**

**ASSIGNED TRADEMARKS, TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Trademark</b>	<b>Design or Word Mark</b>	<b>Registration Number</b>	<b>Int.'l Class</b>	<b>Registration Date</b>	<b>Goods and Services</b>
Galaxy Green Beam	Word Mark	U.S. Reg. No. 4828640	IC 011	10/06/2015	Flashlights; Red LED flashlights for illumination purposes; Tactical flashlights.
PowerTech	Word Mark	U.S. Reg. No. 4716382	IC 011	04/07/2015	Flashlight holders; Flashlights; Incandescent light bulbs; LED light bulbs; Outdoor portable lighting products, namely, headlamps; Pen lights; Red LED flashlights for illumination purposes; Tactical flashlights.
PowerTech	Design	U.S. Reg. No. 4716369	IC 008; IC 011	04/07/2015	Pen knives; Pocket knives; Flashlight holders; Flashlights; Outdoor portable lighting products, namely, headlamps; Pen lights; Red LED flashlights for illumination purposes; Tactical flashlights.
DSS- Distance Seeking Sensor	Word Mark	U.S. Reg. No. 4670141	IC 011	01/13/2015	Flashlight holders; Flashlights; Outdoor portable lighting products, namely, headlamps; Red LED flashlights for illumination purposes; Tactical flashlights.
Solstar Smart Light	Word Mark	U.S. Reg. No. 4669986	IC 011	01/13/2015	G & S: Flashlights; Red LED flashlights for illumination purposes; Tactical flashlights.
DSS	Word Mark	U.S. Reg. No. 4613857	IC 011	09/30/2014	Flashlights; Red LED flashlights for illumination purposes; Tactical flashlights.

Galaxy	Word Mark	U.S. Reg. No. 4353960	IC 009; IC 011	06/18/2013	Flashlights with light emitting diodes for use in photography; Flashlight holders; Flashlights; Red LED flashlights for illumination purposes; Tactical flashlights.
Delta Force	Word Mark	U.S. Reg. No. 4353883	IC 011	06/18/2013	Flashlights; Outdoor portable lighting products, namely, headlamps; Tactical flashlights.
Delta 2	Design	U.S. Reg. No. 4067319	IC 011	12/06/2011	Flashlight holders; Flashlight pointers; Flashlights; Red LED flashlights for illumination purposes; Tactical flashlights.
PenPLUSLight	Design	U.S. Reg. No. 4244347	IC 011; IC 016	11/20/2012	Flashlight holders; Flashlight pointers; Flashlights; Pen lights; Red LED flashlights for illumination purposes; Tactical flashlights; Ball pens; Ball point pens; Ball-point pens; Ballpoint pens; Coloured pens.
Delta 2	Design	U.S. Reg. No. 4066815	IC 011	12/06/2011	Flashlights; Tactical flashlights.
NA Night Armor	Design	U.S. Reg. No. 4061390	IC 009; IC 011; IC 016	11/22/2011	Light pens; Flashlight holders; Flashlight pointers; Flashlights; Pen lights; Red LED flashlights for illumination purposes; Tactical flashlights; Ball point pens; Gel roller pens; Ink pens; Pen cases; Pen clips; Pencil or pen boxes; Pens; Pens for marking; Porous tip pens; Roller ball pens.



Night Armor	Word Mark	U.S. Reg. No. 4075063	IC 008	12/20/2011	Diving knives; Folding knives; Household knives; Hunting knives; Jack knives; Knives; Knives for hobby use; Leather sheaths for knives; Pen knives; Pocket knives; Side arms, not including firearms, namely, hunting knives; Sport knives; Throwing knives; Utility knives; Whittling knives.
Night Armor	Word Mark	U.S. Reg. No. 4061286	IC 011	11/22/2011	Flashlight pointers; Flashlights; Red LED flashlights for illumination purposes; Tactical flashlights.
Micro90	Word Mark	U.S. Reg. No. 3777574	IC 011	04/20/2010	Flashlights.
UniBAR	Word Mark	U.S. Reg. No. 3852424	IC 011	09/28/2010	Flashlights.
PathMarker	Design	U.S. Reg. No. 3423834	IC 011	05/06/2008	Flashlights.
M-SAT Multi-Switch Advanced Technology	Word Mark	U.S. Reg. No. 3284459	IC 011	08/28/2012	A feature of a flashlight that shifts between two modes of operation.