

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393354

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mayday Industries, Inc.		11/10/2015	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Ready America, Inc.		
Street Address:	1150 Simpson Way		
City:	Escondido		
State/Country:	CALIFORNIA		
Postal Code:	92029		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4233090	MAYDAY	
Registration Number:	4212596	MAYDAY INDUSTRIES	
CORRESPONDENCE DATA			
Fax Number:	6198898296		
<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:	619-744-2219		
Email:	IDocketing@duanemorris.com		
Correspondent Name:	Michelle Hon Donovan		
Address Line 1:	Duane Morris LLP		
Address Line 2:	750 B Street, Suite 2900		
Address Line 4:	San Diego, CALIFORNIA 92101-4681		
NAME OF SUBMITTER:	Patricia Picou Green, Paralegal		
SIGNATURE:	/Patricia Picou Green/		
DATE SIGNED:	08/01/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment Agreement") is made and entered as of November 10, 2015 (the "Effective Date") by and between **Mayday Industries, Inc.**, a California corporation ("Assignor") and **Ready America, Inc.**, a California corporation ("Assignee"). Assignor and Assignee may collectively be referred to herein as "Parties" or individually as "Party".

WHEREAS, Assignor owns the rights and priority in and to the "Mayday" trademark U.S. Serial No. 85551304 (U.S. Registration Number 4233090) as filed with the U.S. Patent and Trademark Office (the "Mayday Trademark") in International Class 030, and the goodwill of the business symbolized thereby;

WHEREAS, Assignor owns the rights and priority in and to the "Mayday Industries" trademark U.S. Serial No. 85383969 (U.S. Registration Number 4212596) as filed with the U.S. Patent and Trademark Office (the "Mayday Industries Trademark") in International Class 005, and the goodwill of the business symbolized thereby;

WHEREAS, Assignor owns the rights and priority in and to the international trademark "Mayday Industries" (Registration Number 1102394) as filed with the World Intellectual Property Organization under the Madrid Protocol for "*Disaster preparedness supplies, including, but not limited to, first aid kits, sanitation, shelter, communication, lighting, search and rescue, triage, water and food rations*" in Class 10 (the "International Mark");

WHEREAS, the Mayday Trademark, Mayday Industries Trademark, and International Mark may collectively be referred to herein as the "Trademarks";

WHEREAS, Assignor wishes to assign, and Assignee desires to acquire, Assignor's entire right, title, priority and interest in the Trademarks, together with the goodwill of the business that the Trademarks symbolize;

NOW THEREFORE, for good and valuable consideration exchanged, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Assignor does hereby irrevocably assign to Assignee, its successors and assigns, Assignor's entire ownership rights, title, interest and priority in and to the Trademarks and all common law rights therein, together with the goodwill of the business in connection with which such Trademarks are used; all rights to all state, federal, and international registrations and applications which may have been or may be filed or issued with respect to the Trademarks and any renewals thereof; all licenses, income, royalties, damages, and payments, now or hereafter due or payable with respect to the Trademarks; all causes of action, either in law or equity, and the right to sue, counterclaim and recover for past, present and future infringement, misappropriation, or dilution of the Trademarks against any third party and all rights corresponding thereto throughout the world (the "Assignment").

2. **Representations and Warranties.** Assignor represents, warrants and covenants to Assignee:

- a. Assignor has the right, power and authority to enter into this Assignment Agreement;
- b. Assignor is the exclusive owner of all right, title and interest, including intellectual property rights, in the Trademarks;
- c. The Trademarks are free and clear of any liens, security interests, encumbrances or licenses;
- d. The Trademarks do not infringe the rights of any person or entity;
- e. There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
- f. This Assignment Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
- g. Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment Agreement.

3. **Entire Agreement.** This Assignment Agreement contains the entire understanding of the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between the Parties.

4. **Amendment.** This Assignment Agreement may only be amended by a written agreement signed by both Parties which explicitly adjoins itself to this Assignment Agreement.

5. **Severability.** If any term, provision, covenant or condition of this Assignment Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, such provision shall be severed from this Assignment Agreement, and the remainder of this Assignment Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

6. **Notice.** Any notice required or otherwise given pursuant to this Assignment Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service to:

If to Assignor:

Mayday Industries, Inc.
Attn: John Tepel
15031 Goldenwest Circle
Westminster, CA 92683

If to Assignee:

Ready America, Inc.
Attn: Dean Reese
1150 Simpson Way
Escondido, CA 92029

7. **Further Assurances.** Assignor shall timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record, perfect and maintain the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment Agreement. Assignor shall not engage or enter into any transaction that may harm, threaten or jeopardize the goodwill and ownership interests in the Trademarks held by Assignor henceforth. Assignor covenants with Assignee, its successors and assigns, that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by Assignor and that the full right to convey the same as herein expressed is possessed by Assignor. Assignor hereby requests the Commissioner of Patents and Trademarks of the United States of America, and the World Intellectual Property Organization under the Madrid Protocol, whose duty it is to issue trademark registrations, to issue the Certificate of Registration or Renewal or to record assignments, for any registration of the Trademarks to Assignee, its successors, and assigns, in accordance with the terms of this Assignment Agreement.

8. **Captions.** Captions to the sections in this Assignment are included for convenience only and do not modify and of the terms of this Assignment Agreement.

9. **Counterparts.** This Assignment Agreement 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 Assignment Agreement 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 Assignment Agreement.

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

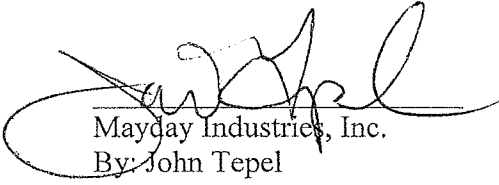
11. **Governing Law.** This Assignment Agreement shall be construed in accordance with the laws of the State of California, without regards to principles of conflicts of laws.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment Agreement to be executed the day and year first above written.

ASSIGNOR

ASSIGNEE


Mayday Industries, Inc.
By: John Tepel
Title: CEO

Ready America, Inc.
By: Dean Reese
Title: CEO

[Signature Page to Trademark Assignment Agreement]


TRADEMARK
REEL: 005844 FRAME: 0850

IN WITNESS WHEREOF, the Parties have caused this Assignment Agreement to be executed the day and year first above written.

ASSIGNOR

ASSIGNEE

Mayday Industries, Inc.
By: John Tepel
Title: CEO



Ready America, Inc.
By: Dean Reese
Title: CEO

[Signature Page to Trademark Assignment Agreement]