

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM393615

<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>
Griplock Systems, LLC		07/29/2016	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GPL Acquisition Company, LLC		
<b>Street Address:</b>	1132 Mark Avenue		
<b>City:</b>	Carpinteria		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93013		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3707364	WHERE IT STOPS IT LOCKS	
<b>Registration Number:</b>	3803209	CABLE FAST	
<b>Registration Number:</b>	3736979	CABLEFAST	
<b>Registration Number:</b>	3738582	GRIP LOCK SYSTEMS	
<b>Registration Number:</b>	3740065	GRIP LOCK SYSTEMS	
<b>Registration Number:</b>	3003541	GRIPLOCK	
<b>Registration Number:</b>	2978771	THE ART OF SUSPENSION	
<b>Serial Number:</b>	86770328	RINCON	
<b>Serial Number:</b>	86770793	SOLIMAR	
<b>Serial Number:</b>	86904812	GRIPLOCK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4253740921		
<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>			
<b>Phone:</b>	(425)786-9734		
<b>Email:</b>	docketing@hansantos.com		
<b>Correspondent Name:</b>	Han Santos Reich, PLLC		
<b>Address Line 1:</b>	1411 4th Ave., Ste 910		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		

OP \$265.00 3707364

<b>NAME OF SUBMITTER:</b>	KEVIN E. REGAN
<b>SIGNATURE:</b>	/Kevin E. Regan/
<b>DATE SIGNED:</b>	08/03/2016
<b>Total Attachments: 6</b> source=Trademark Assigment Agreement (Executed) (2)#page1.tif source=Trademark Assigment Agreement (Executed) (2)#page2.tif source=Trademark Assigment Agreement (Executed) (2)#page3.tif source=Trademark Assigment Agreement (Executed) (2)#page4.tif source=Trademark Assigment Agreement (Executed) (2)#page5.tif source=Trademark Assigment Agreement (Executed) (2)#page6.tif	

**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of July 29, 2016, is made by Griplock Systems, LLC, a Delaware limited liability company (“**Seller**”), in favor of GPL Acquisition Company, LLC, a Delaware limited liability company (“**Buyer**”), the purchaser of substantially all of the assets of Seller pursuant to that certain Asset Purchase Agreement, by and among Buyer, Seller and KCA Suspension Design, LLC, a California limited liability company, dated as of July 29, 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 trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(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, 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. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, 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 reasonably 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 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.

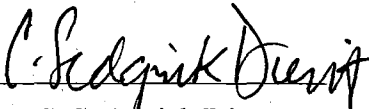
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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 California, exclusive of any conflict of laws provisions thereof.

[SIGNATURE PAGE FOLLOWS]

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

GRIPLOCK SYSTEMS, LLC

By: 

Name: C. Sedgwick Dienst

Title: CEO and Manager

AGREED TO AND ACCEPTED:

GPL ACQUISITION COMPANY, LLC

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

Name: Todd Hemingway

Title: President and CEO

*[Signature Page to Trademark Assignment]*

**TRADEMARK**  
**REEL: 005846 FRAME: 0338**

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

GRIPLOCK SYSTEMS, LLC


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

Name: C. Sedgwick Dienst

Title: CEO and Manager

AGREED TO AND ACCEPTED:

GPL ACQUISITION COMPANY, LLC

By: 

Name: Todd Hemingway

Title: President and CEO

*[Signature Page to Trademark Assignment]*

Schedule 1

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

Title	Application Number	Filing Date	Registration Number	Country
WHERE IT STOPS IT LOCKS	77337251	11/26/2007	3,707,364	United States
CABLE FAST and Design	77977788	11/26/2007	3,803,209	United States
CABLE FAST	77977781	11/26/2007	3,736,979	United States
GRIP LOCK SYSTEMS (Design)	77337249	11/26/2007	3,738,582	United States
GRIP LOCK SYSTEMS (Design)	77977741	11/26/2007	3,740,065	United States
GRIPLOCK SYSTEMS (Design)	15252011	8/29/2014		China
GRIPLOCK	78169018	9/29/2002	3,003,541	United States
GRIPLOCK	7585302	1/28/2012	7585302	China
GRIPLOCK	7585292	1/28/2012	7585292	China
GRIPLOCK (Word)	15252012	8/29/2014		China
THE ART OF SUSPENSION	78244976	5/2/2003	2,978,771	United States
RINCON	86770328	9/28/2015		United States
RINCON	1774602	3/29/2016		Canada
RINCON	15282701	3/29/2016		European Union Trademark and Designs Office
RINCON	105016963	3/28/2016		Taiwan, Province of China
SOLIMAR	86770793	9/28/2015		United States
SOLIMAR	1774599	3/29/2016		Canada
SOLIMAR	15282651	3/29/2016		European Union

				Trademark and Designs Office
SOLIMAR	105016964	3/28/2016		Taiwan, Province of China
GRIPLOCK	86904812	2/11/2016		United States
GRIPLOCK	1774594	3/29/2016		Canada
GRIPLOCK	15282734	3/29/2016		European Union Trademark and Designs Office
GRIPLOCK	105016965	3/28/2016		Taiwan, Province of China