

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403251

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QUICK-SLING, LLC		04/12/2016	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	QUICK-SLING HOLDINGS, LLC		
Street Address:	6650 Sugarloaf Parkway		
Internal Address:	Suite 100		
City:	Duluth		
State/Country:	GEORGIA		
Postal Code:	30097		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4159460	QUICK-SLING	
Registration Number:	4100489	QUICK-SLING	
CORRESPONDENCE DATA			
Fax Number:	8165317545		
<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:	(816) 460-2400		
Email:	brian.mcginley@dentons.com, anita.hansen@dentons.com, trademarks.us@dentons.com, natasha.labram@dentons.com		
Correspondent Name:	Brian R. McGinley		
Address Line 1:	Dentons US LLP		
Address Line 2:	P. O. Box 061080		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	15257403.000007 (002469)		
NAME OF SUBMITTER:	Brian R. McGinley		
SIGNATURE:	/Brian R McGinley/		
DATE SIGNED:	10/25/2016		
Total Attachments: 6			

OP \$65.00 4159460

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), effective as of April 12, 2016 (the “**Effective Date**”), is made by QUICK-SLING, LLC, a Massachusetts limited liability company (“**Seller**”), in favor of QUICK-SLING HOLDINGS, LLC, a Delaware limited liability company (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, and others, dated contemporaneously herewith (the “**Asset Purchase Agreement**”).

Under the terms of the Asset Purchase Agreement, Seller has sold, assigned, conveyed and otherwise transferred to Buyer, among other assets, certain intellectual property of Seller and has agreed to execute and deliver this IP Assignment, for recording, as Buyer deems appropriate, with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions.

Accordingly, Seller and Buyer (each a “**party**” and, together, the “**parties**”) agree as follows:

1. Assignment. For good and valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, assigns, conveys and otherwise transfers to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the intellectual property set forth on **Schedule 1** attached hereto, including all common law rights and all goodwill associated with the trademarks, and including in all cases the rights to bring lawsuits and infringement claims on and against and collect damages associated therewith and therefrom for all past, present and future infringements (the “**Assigned IP**”).

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Buyer.

3. Terms of the Asset Purchase Agreement. The parties acknowledge and agree that this IP 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 IP. The representations, warranties, covenants, agreements, indemnities and other provisions 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 of this IP Assignment, the terms of the Asset Purchase Agreement shall govern.

4. Entire Agreement. This IP Assignment, together with the Asset Purchase Agreement, other agreements incorporated therein by reference and all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

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

6. Interpretation. All headings contained in this IP Assignment are for reference purposes only and shall not in any way effect the meaning or interpretation of any provision or provisions of this IP Assignment or the Asset Purchase Agreement. Whenever the words “include,” “includes,” or “including” are used in this IP Assignment, they shall be deemed to be followed by the words, “without limitation.”

7. Governing Law. This IP 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 IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

8. Counterparts. This IP 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 IP Assignment delivered by facsimile, e-mail or other means of electronic transmission, including portable document format (pdf), shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[SIGNATURE PAGES FOLLOW]

The parties have caused this IP Assignment to be executed and delivered as of the Effective Date.

"SELLER"

QUICK-SLING, LLC

By: _____

Name: *Kyle Johnson*

Title: *Managing member*

"BUYER"

QUICK-SLING HOLDINGS, LLC

By: _____

Name:

Title:

(IP ASSIGNMENT)

The parties have caused this IP Assignment to be executed and delivered as of the Effective Date.

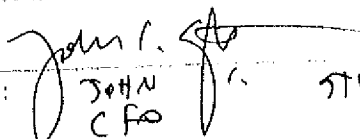
"SELLER"

QUICK-SLING, LLC

By: _____
Name:
Title:

"BUYER"

QUICK-SLING HOLDINGS, LLC

By: 
Name: JOHN C. STRANS
Title: CFO

{IP ASSIGNMENT}




Schedule 1

Assigned Intellectual Property

PATENTS:

<u>Owner</u>	<u>Title (Country)</u>	<u>Pub. No./Date</u>	<u>Patent No./Date</u>	<u>Status</u>
Quick-Sling, LLC	SUPPORT APPARATUS (US)	20150226451 8/13/2015	9,228,756 1/5/2016	Issued
Quick-Sling, LLC	SUPPORT APPARATUS (US)	20150090846 4/2/2015	9,226,575 1/5/2016	Issued
Quick-Sling, LLC	LOCKING SWIVEL SUPPORT APPARATUS (US)	20130284880 10/31/2013	9,103,486 8/11/2015	Issued
Quick-Sling, LLC	SUPPORT APPARATUS (US)	20140312200 10/23/2014	9,185,971 11/17/2015	Issued
Quick-Sling, LLC	LOCKING SWIVEL SUPPORT APPARATUS (CA)	2808966 9/13/2013		Pending
Quick-Sling, LLC	SUPPORT APPARATUS (US)	20130228536 9/5/2013	9,010,553 4/21/2015	Issued
Quick-Sling, LLC	SUPPORT APPARATUS (CA)	2792770 4/17/2013		Pending
Quick-Sling, LLC	AIR HANDLER QUICK SLING (US)	20120180288 7/19/2012	8,701,261 4/22/2014	Issued
Quick-Sling, LLC	SUPPORT APPARATUS [Quick Stand] (US)	13/274,763 10/17/2011		FiledRCE
Quick-Sling, LLC	SUPPORT APPARATUS (US)	20120181240 7/19/2012	8,827,232 9/9/2014	Issued
Quick-Sling, LLC	SUPPORT APPARATUS (CA)	2841208 10/19/2014 (CA)		Pending
Quick-Sling, LLC	WALL MOUNT BRACKET FOR OUTDOOR EQUIPMENT (US)	14/928,174 10/30/2015		Pending

TRADEMARKS:

<u>Owner</u>	<u>MARK (Country)</u>	<u>App. No./Date</u>	<u>Reg. No./Date</u>	<u>Status</u>
Quick-Sling, LLC	 (US)	76709415 10/18/2011	4159460 6/19/2012	Registered
Quick-Sling, LLC	 (US)	76708243 7/6/2011	4100489 2/21/2012	Registered
Quick-Sling, LLC	 (CA)	1609180 1/9/2013		Pending

DOMAIN NAMES:

<u>Owner</u>	<u>Domain Name</u>	<u>Expiration Date</u>
Domain Privacy Service FBO Registrant	quick-sling.com	2-25-2017