

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404684

<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>
All American Hose LLC		10/21/2016	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	All American Hose Acquisitions LLC		
<b>Street Address:</b>	217 Titusville Road		
<b>City:</b>	Union City		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	16438		
<b>Entity Type:</b>	Limited Liability Company: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1821337	P	
<b>Registration Number:</b>	0976811	N-DURA	
<b>Registration Number:</b>	3776410	HOSE RECORD VAULT	
<b>Registration Number:</b>	4408547	HYDROXTREME	
<b>Registration Number:</b>	4408548	HYDROXTREME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	216-348-54		
<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>	216-348-5400		
<b>Email:</b>	ipmailbox@mcdonaldhopkins.com		
<b>Correspondent Name:</b>	McDonald Hopkins LLC		
<b>Address Line 1:</b>	600 Superior Avenue East		
<b>Address Line 2:</b>	Suite 2100		
<b>Address Line 4:</b>	Cleveland, OHIO 44114-2653		
<b>NAME OF SUBMITTER:</b>	Lindsey Council		
<b>SIGNATURE:</b>	/Lindsey Council/		
<b>DATE SIGNED:</b>	11/07/2016		
<b>Total Attachments: 3</b>			

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## Trademark Assignment Agreement

This Trademark Assignment Agreement ("Agreement") is entered into as of \_\_\_\_\_, 2016 by and between All-American Hose LLC (the "Assignor"), and All-American Hose Acquisitions LLC, a Limited Liability Company (the "Assignee") located at 217 Titusville Road, Union City, PA 16438.

- Marks.** The term "Marks" as used in this Agreement shall mean any registered and unregistered trademarks, service marks, logos, designs, trade names, domain names, package designs, and product designs, including but not limited to all registrations and/or registration application rights and all rights to prepare derivative marks, together with all the goodwill of the business symbolized thereby, and all other rights in the United States and in all countries and territories worldwide and under an international convention (hereinafter collectively referred to as "Marks") identified in **Exhibit A**.
- Assignment.** Assignor hereby irrevocably assigns, grants, and transfers to Assignee all rights, title, and interest in and to the Marks in perpetuity. Assignor further authorizes the United States Patent and Trademark Office and all other agencies in jurisdictions outside the United States to record the transfer of the registration. After the Effective Date, Assignor agrees to make no further use of the Marks or any confusingly similar marks in the United States and anywhere in the world, except as may be expressly authorized by the parties in writing. Assignor further agrees to not challenge Assignee's use or ownership of the Marks.
- Consideration.** Assignee shall pay Assignor the sum of \$10.00 payable on \_\_\_\_\_, 2016 in consideration for assignment of the Marks.
- Execution and Delivery.** After Assignee pays the amount due, Assignor shall execute and deliver to Assignee any and all instruments of sale, transfer, conveyance, assignment, and confirmations as Assignee may lawfully request in order to obtain, perfect, maintain, or otherwise enable the transfer, conveyance, and assignment to Assignee and to confirm Assignee's title to the Marks and any and all related federal and state trademark registrations and/or registration application rights.
- Legal Fees.** If either party, any heir, personal representative, successor, or assign of either party hereto enforce this Agreement through litigation, the prevailing party shall be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not limited to, any appeals.
- Entire Agreement.** This Agreement constitutes the entire agreement between Assignor and Assignee and supersedes all prior understandings of Assignor and Assignee, including any prior representation, statement, condition, or warranty.
- Modification and Waiver.** This Agreement may be amended or modified only by a written agreement signed by both of the parties. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing.

8. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not yet been included in this Agreement.

9. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of Delaware for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.

10. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date first written above.

Signature: *[Handwritten Signature]*  
Name: Ronald W. Stanley  
Title: CEO  
All American Hose LLC

Date: October 21, 2016

Signature: *[Handwritten Signature]*  
Name: Ronald W. Stanley  
Title: CEO  
All American Hose Acquisitions LLC

Date: October 21, 2016

EXHIBIT A

"P" in Design of Fire Hat	U.S. Registration No. 1,821,337	Registration Date: 02/15/1994
N-DURA	U.S. Registration No. 0976811	Registration Date: 01/15/1974
HOSE VAULT RECORD	U.S. Registration No. 3,776,410	Registration Date: 04/13/2010
HYDROEXTREME LOGO	U.S. Registration No. 4,408,547	Registration Date: 09/24/2013
HydroExtreme (and Design)	U.S. Registration No. 4,408,548	Registration Date: 09/24/2013

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**RECORDED: 11/07/2016**

**TRADEMARK  
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