

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409526

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the assignment documentation (please remove) previously recorded on Reel 005922 Frame 0979. Assignor(s) hereby confirms the (correct) assignment document.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Westheimer Corporation		09/21/2016	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Bandlab Technologies		
Street Address:	P.O. Box 309		
City:	Grand Cayman		
State/Country:	CAYMAN ISLANDS		
Postal Code:	KY1-1104		
Entity Type:	Company: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	0627412	HARMONY	
Registration Number:	4383295	HARMONY ROCKET	
Registration Number:	3594490	TEISCO	
Registration Number:	2185547	TEISCO DEL REY	
Registration Number:	4405975	SOVEREIGN	
CORRESPONDENCE DATA			
Fax Number:	6173506878		
<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:	6173506800		
Email:	matt.connors@gesmer.com		
Correspondent Name:	Matthew E. Connors		
Address Line 1:	40 Broad Steet		
Address Line 4:	Boston, MASSACHUSETTS 02109		
DOMESTIC REPRESENTATIVE			
Name:	Matthew E. Connors		
Address Line 1:	40 Broad Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		

OP \$140.00 0627412

NAME OF SUBMITTER:	Matthew E. Connors
SIGNATURE:	/Matthew E. Connors/
DATE SIGNED:	12/20/2016
Total Attachments: 9 source=BandlabCorrAssign#page1.tif source=BandlabCorrAssign#page2.tif source=BandlabCorrAssign#page3.tif source=BandlabCorrAssign#page4.tif source=BandlabCorrAssign#page5.tif source=BandlabCorrAssign#page6.tif source=BandlabCorrAssign#page7.tif source=BandlabCorrAssign#page8.tif source=BandAssigCoverSh#page1.tif	

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM405805

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Westheimer Corporation		09/21/2016	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	Bandlab Technologies
Street Address:	P.O. Box 309
City:	Grand Cayman
State/Country:	CAYMAN ISLANDS
Postal Code:	KY1-1104
Entity Type:	Company: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	0627412	HARMONY
Registration Number:	4383295	HARMONY ROCKET
Registration Number:	3594490	TEISCO
Registration Number:	2185547	TEISCO DEL REY
Registration Number:	4405975	SOVEREIGN

CORRESPONDENCE DATA

Fax Number: 6173506878
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: 6173506800
Email: matt.connors@gesmer.com
Correspondent Name: Matthew E. Connors
Address Line 1: 40 Broad Steet
Address Line 4: Boston, MASSACHUSETTS 02109

DOMESTIC REPRESENTATIVE

Name: Matthew E. Connors
Address Line 1: 40 Broad Street
Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER: Matthew E. Connors

OP \$140.00 0627412

TRADEMARK AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS TRADEMARK AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment Agreement") is made and entered into this 21st day of September, 2016 by and between WESTHEIMER CORPORATION, an Illinois corporation having an address at 3451 West Commercial Avenue, Northbrook, Illinois 60062 USA ("Assignor") and BANDLAB TECHNOLOGIES, a Cayman Islands company having an address at 56 Neil Road, Singapore 088830 ("Assignee").

WHEREAS, Assignor is the owner and controls all the right, title and interest in and to the trademarks, service marks, logos, associated domain names and other distinctive brand elements, including, without limitation, the registrations and applications therefor and goodwill associated therewith, listed on Schedule A attached hereto (collectively, the "Trademarks"); and

WHEREAS, Assignor and Assignee are parties to that certain ASSET PURCHASE AGREEMENT, dated as of the 21st day of September, 2016 (the "Purchase Agreement"), pursuant to which Assignor assigned and transferred the Trademarks and all associated goodwill in said Trademarks to Assignee on the terms and subject to the conditions set forth in the Purchase Agreement and on the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all right, title and interest in, to and under the Trademarks, together with any and all translations, adaptations, derivations and combinations of said Trademarks and all registrations, applications and renewals therefor, and all goodwill associated therewith, and that portion of the business of Assignor to which the Trademarks pertain, and with all claims that could be asserted by Assignor arising out of or relating to the use or ownership of said Trademarks.

2. Assignor covenants, at Assignor's expense, to (a) execute and deliver to Assignee, for Assignee's filing with the governmental authorities set forth on Schedule B attached hereto, at Assignee's expense, a copy of this Assignment Agreement, in order to transfer to accurately and completely record and reflect the assignment to and ownership of the Trademarks by Assignee, and (b) take such other action as Assignee may reasonably request from time to time on or after the date hereof, without further consideration and upon request of Assignee, in every case in order to more effectively convey and transfer to Assignee, and assure Assignee the continued possession, control and enjoyment of, the Trademarks, together with all goodwill associated therewith, and that portion of the business of Assignor to which the Trademarks pertain, and with all claims that could be asserted by Assignor arising out of, or relating to, the use or ownership of said Trademarks. In furtherance and not in lieu of the foregoing, Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other empowered governmental official in the United States and/or in relevant jurisdictions outside the United States to record and/or register this Assignment Agreement.

3. Nothing expressed or implied herein is intended to confer upon any person, other than Assignor and Assignee and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment Agreement. This Assignment Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. This Assignment Agreement may be assigned by Assignee to any party upon notice to, but without the consent of, Assignor.

4. This Assignment Agreement may not be amended or modified, and no provision hereof waived, except by an instrument in writing signed by the Assignor and Assignee. This Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A facsimile or electronic mail transmission of a signed counterpart of this Assignment Agreement, including in .pdf format, shall be sufficient to bind any party whose signature appears thereon.

5. This Assignment Agreement shall be construed and enforced in accordance with the laws of the United States and the State of New York USA without regard to such jurisdiction's conflicts of laws principles except where federal law applies. Each of the Buyer and the Seller hereby (a) agrees that any litigation, proceeding or other legal action brought in connection with or relating to this Assignment Agreement or any matters or transactions contemplated hereby shall be brought heard and determined exclusively in courts of the State of New York, located in the Borough of Manhattan in the City of New York or in the United States District Court for the Southern District of New York, (b) agrees not to bring any action or proceeding arising out of or relating to this Agreement or any matters or transactions contemplated by this Assignment Agreement in any other court, (c) consents and irrevocably submits itself to personal jurisdiction in connection with any such litigation, proceeding or action in any such court described in clause (a) of this Section 5, as well as to the jurisdiction of all courts to which an appeal may be taken from such court, and to service of process upon it in accordance with the rules and statutes governing service of process, (d) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from such courts, and (e) expressly waives to the fullest extent permitted by law any objection that it may now or hereafter have to the venue of any such litigation, proceeding or action in any such court or that any such litigation, proceeding or action was brought in an inconvenient forum.

* * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

WESTHEIMER CORPORATION

By: 

Name: LAURA GABEL
Title: CEO / PRESIDENT

ASSIGNEE:

BANDLAB TECHNOLOGIES

By: _____

Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

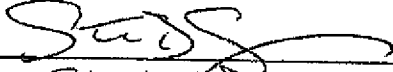
ASSIGNOR:

WESTHEIMER CORPORATION

By: _____
Name:
Title:

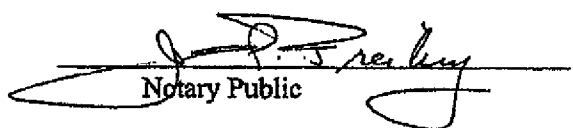
ASSIGNEE:

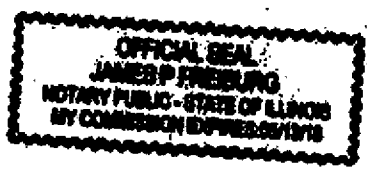
BANGLAB TECHNOLOGIES

By: 
Name: Stephen D. Skilling
Title: CFO CO-FOUNDER BANGLAB

STATE OF Illinois :
COUNTY OF Du Page : ss.

On September 21, 2016 before me, the undersigned, personally appeared Laura Gabel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public



STATE OF _____ :
COUNTY OF _____ : ss.

On _____, 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF _____ :
: ss.
COUNTY OF _____ :

On _____, 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF Massachusetts :
: ss.
COUNTY OF Worcester :

On September 22nd, 2016 before me, the undersigned, personally appeared Stephen D. Skilling, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Debra M. Cardinal
Notary Public



Schedule A

Trademarks

MARK	JURISDICTION	REGISTRATION OR SERIAL NUMBER	STATUS
HARMONY	USA	0,627,412	Live
HARMONY	Canada	004208	Live
HARMONY ROCKET	USA	4,383,295	Live
TEISCO	USA	3,594,490	Live
TEISCO DEL REY	USA	2,185,547	Live
TEISCO DEL REY crown mark	USA	75,269,793	Live
SOVEREIGN	USA	4,405,975	Live

Schedule B

Jurisdictions for the Filing of Assignment Agreement

USA
Canada

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