

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415212

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Life+Gear, Inc.		02/07/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Dorcy International, Inc.		
Street Address:	2700 Port Road		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43217		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3918284	GLOW FLASHER	
Registration Number:	3927097	GLOW KEY CHAIN	
Registration Number:	3946399	GLOW	
Registration Number:	4042688	HIGHLAND	
Registration Number:	4158340	PREPARED FOR LIFE	
Registration Number:	4210555	PREPARE FOR LIFE	
Registration Number:	4610446	AR TECH	
Registration Number:	4610448	AR TECH	
Registration Number:	4846622	LIFE+GEAR	
CORRESPONDENCE DATA			
Fax Number:	7043321197		
<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:	(419) 241-9000		
Email:	rpetitgout@slk-law.com		
Correspondent Name:	Kathleen A. Kress, Esq.		
Address Line 1:	1000 Jackson Street		
Address Line 4:	Toledo, OHIO 43604		
NAME OF SUBMITTER:	Chief Executive Officer		

CH \$240.00 3918284

SIGNATURE:	/s Gregory Simko/
DATE SIGNED:	02/07/2017
Total Attachments: 5 source=DorcyAssignment#page1.tif source=DorcyAssignment#page2.tif source=DorcyAssignment#page3.tif source=DorcyAssignment#page4.tif source=DorcyAssignment#page5.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”) is made and entered into as of February 7, 2017, by and between Dorcy International, Inc., an Ohio corporation (“**Assignee**”) and Life+Gear, Inc., a Delaware corporation (“**Assignor**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase Agreement (the “**Purchase Agreement**”), pursuant to which, among other things, Assignee purchased the Purchased Assets from Assignor, including, but not limited to, the trademarks, trademark registrations and trademark applications (including any and all goodwill symbolized thereby) set forth on Schedule A attached hereto (collectively, the “**Marks**”); and

WHEREAS, Assignor and Assignee desire to more fully evidence Assignor’s assignment of the Marks to Assignee pursuant to the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee and the Assignor hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in and to the Marks, including any and all goodwill symbolized thereby, all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof.

2. No Additional Warranties. This Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement. This Assignment is made without representation or warranty, express or implied, except as provided in and by the Purchase Agreement, and is subject to the terms of all existing licenses and the terms of all other contracts and covenants that may burden the Marks. This Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Purchase Agreement.

3. Further Assurances. Each party hereto shall timely execute and deliver any additional documents or perform such additional acts as are necessary or desirable to record and perfect the interest of Assignee in and to the Marks, and no party hereto shall enter into any agreement in conflict with this Agreement.

4. Power of Attorney. Assignor hereby irrevocably grants Assignee power of attorney to execute and deliver any such documents on Assignor’s behalf in its name and to do all other lawfully permitted acts to transfer legal ownership of the Marks to Assignee. This power of attorney is coupled with an interest.

5. Governing Law. This Agreement, including all matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of

Ohio, without regard to principles of conflicts or choice of law or any other law that would make the laws of any other jurisdiction other than the State of Ohio applicable hereto.

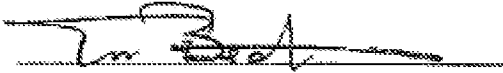
6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignee and Assignor has caused this Trademark Assignment to be executed and delivered as of and on the date first above written.

ASSIGNEE:

DORCY INTERNATIONAL, INC.



Tom Beckett, President and CEO

ASSIGNOR:

LIFE+GEAR, INC.





Gregory Simka, CEO

[Trademark Assignment]

Schedule A

MARKS

<u>Trademark</u>	<u>Registration #</u>	<u>Registration Date</u>	<u>Remarks</u>
GLOW FLASHER	3,918,284 Supplemental	February 8, 2011	IC 009 -- SUPPLEMENTAL REGISTER-- (Electronic hand-held illumination devices, namely flashing safety lights and safety equipment, namely beacon lights)
GLOW KEY CHAIN	3,927,097 Supplemental	March 1, 2011	IC 011 -- SUPPLEMENTAL REGISTER-- (Flashlight featuring metal key chain)
GLOW	3,946,399 Supplemental	April 12, 2011	IC 011 -- SUPPLEMENTAL REGISTER-- (Flashlights; lanterns)
HIGHLAND	4,042,688	October 18, 2011	IC 011 (Flashlights)
PREPARED FOR LIFE	4,158,340	June 12, 2012	IC 035 (Retail and wholesale store services featuring survival gear)
PREPARE FOR LIFE	4,210,555	September 18, 2012	IC 008, 009, 011, and 018 (Entire Life+Gear product line)
AR TECH	4,610,446	September 23, 2014	IC 011. US 013 021 023 031 034. G & S: Lighting device component, namely, a diffuser sold as part

			of a flashlight or lantern
	4,610,448	September 23, 2014	IC 011. US 013 021 023 031 034. G & S: Lighting device component, namely, a diffuser sold as part of a flashlight or lantern
	4,846,622	November 3, 2015	IC 011. US 013 021 023 031 034. G & S: Electric night lights; flashlights; lanterns for lighting; LED lights for lighting purposes incorporated into key chains; outdoor portable lighting products, namely, headlamps; portable electric fans