

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM415713

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CounterBalance Corporation		02/19/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Southco, Inc.		
Street Address:	210 North Brinton Lake Road		
City:	Concordville		
State/Country:	PENNSYLVANIA		
Postal Code:	19331		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4649983	VIEW-A-SYST	
Registration Number:	4242797	SERV-A-SYST	
Registration Number:	4181638	LIFT-A-SYST	
Registration Number:	3861965	COUNTER-A-SYST	
CORRESPONDENCE DATA			
Fax Number:	6104070701		
<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:	6104070700		
Email:	tmde@ratnerprestia.com		
Correspondent Name:	John W. McGlynn		
Address Line 1:	2200 Renaissance Blvd.		
Address Line 2:	Suite 350		
Address Line 4:	King of Prussia, PENNSYLVANIA 19406		
NAME OF SUBMITTER:	John W. McGlynn		
SIGNATURE:	/jwm/		
DATE SIGNED:	02/10/2017		
Total Attachments: 14			
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source=CounterBalance Assignment#page2.tif			

OP \$115.00 4649983

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is made as of February 19, 2016 by CounterBalance Corporation, a Delaware corporation ("Seller"), in favor of Southco, Inc., a Delaware corporation ("Buyer"), the purchaser of certain assets of Seller, pursuant to an Asset Purchase Agreement dated as of February 19, 2016, by and among Seller, the sole shareholder of Seller and Buyer (the "Purchase Agreement").

Pursuant to the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer as of the date hereof, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office.

NOW, THEREFORE, Seller agrees as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other 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 IP"):

(a) the trademark registrations set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks");

(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 and/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 authorizes the Commissioner for Patents and the Commissioner for Trademarks and any other governmental officials, including, without limitation, those in Canada, South America and Europe, to record and register this Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof as reasonably requested by Buyer, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, agreements and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Assignment may be delivered by facsimile and may be executed in any number of counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of a copy of this Assignment or any other document required to be delivered hereby or such other document bearing an original signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall have the same effect as physical delivery of the paper document bearing the original signature. "Originally signed" or "original signature" means or refers to a signature that has not been mechanically or electronically reproduced.

5. Successors and Assigns. Seller may not assign any of its rights under this Agreement without the prior written consent of Buyer. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties. Buyer may assign all or any portion of its rights under this Agreement without the consent of Seller.

6. Governing Law. This Assignment will be governed by and construed under the laws of the Commonwealth of Pennsylvania without regard to conflicts-of-laws principles that would require the application of any other law.

[Signatures appear on following page.]

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

COUNTERBALANCE CORPORATION

By: [Signature]
Name: TIMOTHY L. HOWARD
Title: PRESIDENT

AGREED TO AND ACCEPTED:

SOUTHCO, INC.

By: _____
Name: _____
Title: _____

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

COUNTERBALANCE CORPORATION

By: _____

Name: _____

Title: _____

AGREED TO AND ACCEPTED:

SOUTHCO, INC.

By: Alan L. Eisen

Name: Alan L. Eisen

Title: Secretary

SCHEDULE 1

Assigned Patents and Trademarks Registrations

www.cbal.com

www.counterbalancecorp.com

www.counterbalancecorp.info

A-SYST

COUNTERBALANCE.BIZ

COUNTER-A-SYST.COM

COUNTER-A-SYST.COM

COUNTERASSIST.COM

COUNTERASSIST.COM

COUNTERASYST.COM

COUNTERLIFT.COM

COUNTERLIFT.COM

DOOR-A-SYST.COM

DOOR-A-SYST.COM

DOORASYST.COM

DOORASYST.COM

LIFT-A-SYST.COM

LIFT-A-SYST.COM

LIFTASYST.COM

COUNTERBALANCE.BIZ

COUNTERASYST.COM

LIFTASYST.COM

SERV-A-SYST.COM

SERV-A-SYST.COM

SERVASYST.COM

SERV-A-SYST.COM

SERVASYST.COM

VIEWASYST.COM

VIEWASYST.COM

SERVASYST.COM

VIEWASYST.COM

COUNTER-A-SYST

COUNTERBALANCE

Lift-A-SYST

SERV-A-SYST

View-A-SYST

Latch Mechanism IP Works, PLLC (pending, Application Number 14871251, filing date 9/30/2015)

Schedule 3.16
to
Asset Purchase Agreement
dated February 19, 2016

INTELLECTUAL PROPERTY

Seller has no patents. Attached is a list of the trademark and trade names and domain names registered by Seller and used by Seller in the Business.

Seller also uses various software programs, standard (non-customized) office and manufacturing software, which is licensed. Annual fees are charged for these licenses.

United States of America

United States Patent and Trademark Office

COUNTER-A-SYST

Reg. No. 3,861,965

Registered Oct. 12, 2010

Int. Cl.: 6

TRADEMARK

PRINCIPAL REGISTER

COUNTERBALANCE CORPORATION (PENNSYLVANIA CORPORATION)
1025 LOUIS DRIVE
WARMINGTOWN, PA 18974-2823

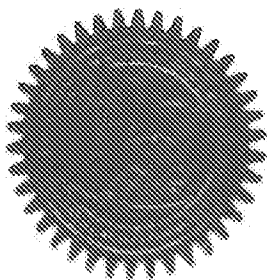
FOR: COUNTERBALANCE MODULAR TORSION SPRING ASSEMBLY DEVICE FOR COUNTERTOPS, COMPRISED PRIMARILY OF A METAL MODULAR TORSION SPRING CONNECTIBLE TO THE COUNTERTOP, A TUBE CONTAINING THE MODULAR TORSION SPRING, ROLLERS, AND FOLLOWER ARMS AND CAMS, IN CLASS 6 (U.S. CLS. 2, 12, 13, 14, 23, 25 AND 30).

FIRST USE 7-7-2010; IN COMMERCE 7-19-2010.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

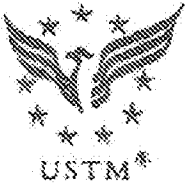
SN 77-861,239, FILED 10-30-2009.

MICHAEL LITZAU, EXAMINING ATTORNEY



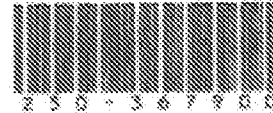
David J. Lippas

Director of the United States Patent and Trademark Office



Information Services
POB 51688
Idaho Falls, ID
83405-1688
888.250.8786

Issue Date
12/12/2013



CounterBalance Corporation
1025 Louis Drive
Warminster, PA 18974
[Barcode]

IMPORTANT ADVISORY
Call 1-888-250-USTM (8786)

USTM.US.COM

TRADEMARK: COUNTERBALANCE (canceled/abandoned)
SERIAL NO: 85756472
ABANDONMENT DATE: 12/5/2013
INCIDENT NUMBER: 367900

CALL FOR INFORMATION REGARDING:

COUNTERBALANCE (367900)

One of the following has occurred:

- ✓ CHANGE TO THE FEDERAL REGISTER -THE TRADEMARK WAS FILED. STATUS IS:
Abandoned/Canceled in FULL - Registration Refused (12/5/2013)

ANOTHER COMPANY HAS FILED AN APPLICATION TO REGISTER A SIMILAR NAME, CLAIMING
THE EXCLUSIVE RIGHT TO USE THE NAME

PLEASE CONTACT THIS OFFICE FOR MORE INFORMATION ABOUT YOUR TRADEMARK
APPLICATION OR COMPLETE THE BACK OF THIS FORM AND RETURN BY FAX FOR AN AGENT
TO CONTACT YOU.

1-888-250-8786
MON-FRI 9:00AM - 5:00PM PST

* PLEASE HAVE THE INCIDENT NUMBER AVAILABLE: 367900 *

United States of America
United States Patent and Trademark Office

Lift-A-SYST

Reg. No. 4,181,638

Registered July 31, 2012

Int. Cl.: 6

TRADEMARK

PRINCIPAL REGISTER

COUNTERBALANCE CORPORATION (PENNSYLVANIA CORPORATION)
1025 LOUIS DRIVE
WARMINSTER, PA 18974

FOR: COUNTERBALANCE MODULAR TORSION SPRING ASSEMBLY DEVICE FOR COUNTERTOPS, COMPRISED PRIMARILY OF A METAL MODULAR TORSION SPRING CONNECTED TO THE COUNTERTOP, A TUBE CONTAINING THE MODULAR TORSION SPRING, ROLLERS, FOLLOWER ARMS, CAMS, ANCHOR BRACKET, ASSEMBLY MOUNTING BRACKET AND DOOR MOUNTING BRACKET, IN CLASS 6 (U.S. CLS. 2, 12, 13, 14, 23, 25 AND 50).

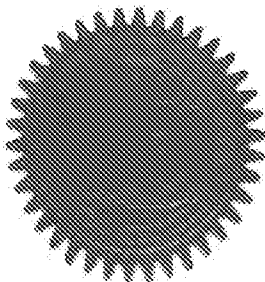
FIRST USE 6-6-2010; IN COMMERCE 7-6-2010.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NO. 3,861,965.

SER. NO. 85-151,630, FILED 10-13-2010.

ANN E. SAPPENFIELD, EXAMINING ATTORNEY



David J. Kypas

Director of the United States Patent and Trademark Office



United States Patent and Trademark Office

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SERV-A-SYST

Word Mark **SERV-A-SYST**

Goods and Services IC 008, US 002 012 013 014 023 025 050. G & S: Counterbalance modular torsion spring assembly device for countertops, allows positioning at variable service heights and is comprised primarily of a metal modular torsion spring connectible to the countertop, a tube containing the modular torsion spring, rollers, and follower arms and cams. FIRST USE: 20110414. FIRST USE IN COMMERCE: 20110517

Standard
Characters
Claimed

Mark
Drawing Code (4) STANDARD CHARACTER MARK

Serial
Number 85285865

Filing Date April 4, 2011

Current
Reels 1A

Original
Filing Basis 1B

Published
for September 6, 2011
Opposition

Registration
Number 4242797

Registration
Date November 13, 2012

Owner (REGISTRANT) Counterbalances Corporation CORPORATION PENNSYLVANIA 1025 Louis Drive
Warminster PENNSYLVANIA 18974

TRADEMARK
REEL: 005986 FRAME: 0703

Type of
Mark TRADEMARK
Register PRINCIPAL
Live/Dead
Indicator LIVE

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United States of America

United States Patent and Trademark Office

View-A-SYST

Reg. No. 4,649,983

Registered Dec. 2, 2014

Int. Cl.: 6

TRADEMARK

PRINCIPAL REGISTER

COUNTERBALANCE CORPORATION (DELAWARE CORPORATION)
1025 LOUIS DRIVE
WARMINSTER, PA 18974

FOR: A MODULAR TORSION SPRING FOR USE IN ATTACHING DISPLAY MONITORS,
POSITIONABLE AT VARIABLE VIEWING HEIGHTS AND COMPRISED PRIMARILY OF
A METAL TORSION SPRING FOR CONNECTING TO A MOUNTING SURFACE AND TO
A MONITOR, IN CLASS 6 (U.S. CLS. 2, 12, 13, 14, 23, 25 AND 50).

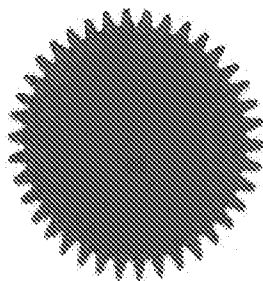
FIRST USE 8-22-2012; IN COMMERCE 8-22-2012.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-
TICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 3,861,965, 4,181,638, AND 4,242,797.

SN 86-004,146, FILED 7-8-2013.

RONALD DELGIZZI, EXAMINING ATTORNEY



Michelle K. Lee

Deputy Director of the United States
Patent and Trademark Office