

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417382

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|---|--|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Safetycal, Inc. | | 12/29/2016 | Corporation: OREGON |
| RECEIVING PARTY DATA | | | |
| Name: | Safetycal Holdings, Inc. | | |
| Street Address: | 16228 Flight Path Drive | | |
| City: | Brooksville | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 34604 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2888178 | EZMAKE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8132291660 | | |
| <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: | 8132297600 | | |
| Email: | tmdocketing@slk-law.com | | |
| Correspondent Name: | Andrew McIntosh/Shumaker, Loop & Kendric | | |
| Address Line 1: | 101 East Kennedy Boulevard, Suite 2800 | | |
| Address Line 4: | Tampa, FLORIDA 33602 | | |
| NAME OF SUBMITTER: | Andrew McIntosh | | |
| SIGNATURE: | /Andrew McIntosh/ | | |
| DATE SIGNED: | 02/24/2017 | | |
| Total Attachments: 4 | | | |
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CH \$40.00 2888178

ASSIGNMENT OF COPYRIGHTS, TRADEMARKS, PATENTS AND DOMAIN NAMES

THIS ASSIGNMENT OF COPYRIGHTS, TRADEMARKS, PATENTS AND DOMAIN NAMES ("Assignment"), is made and entered into as of December 29, 2016, by and between Safetycal Holdings, Inc., a Delaware corporation ("Assignee") and Safetycal, Inc., an Oregon corporation, and Lori A. Bridges (individually and collectively, the "Assignor"). Assignor and Assignee are sometimes collectively referred to as the "parties" and each is a "party".

WITNESSETH

WHEREAS, the Assignor represents that it is the lawful owner of all of the copyrights, trademarks, service marks, and patents (collectively, "Copyrights, Marks and Patents") and domain names ("Domain Names") listed in Exhibit A, attached hereto and incorporated herein, (hereafter, collectively, the "Copyrights, Marks, Patents, and Domain Names") and that it owns any and all rights in and to the Marks and Patents and Domain Names;

WHEREAS, the Assignor represents that it is using the Copyrights, Marks, Patents, and Domain Names in its business;

WHEREAS, the Assignor represents that it has not abandoned any of the Copyrights, Marks, Patents, and Domain Names;

WHEREAS, Assignor desires to assign to Assignee all right, title, and interest in and to the Copyrights, Marks, Patents, and Domain Names;

WHEREAS, the Assignor is the owner of federal registrations on the Principal Register of the United States Patent and Trademark Office ("USPTO") for the Marks and Patents, as listed in Exhibit A (hereafter, collectively, the "Registrations"); and

WHEREAS, the Assignor represents that it has good right to sell and transfer its rights in and to the Copyrights, Marks, Patents, and Domain Names and the Registrations to the Assignee, and is desirous of transferring such rights and related goodwill;

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are by reference made an integral part of this Assignment.

2. Assignment by Assignor. Assignor hereby sells, assigns, conveys, transfers, and sets over to Assignee and Assignee's successors and assigns absolutely and forever all of Assignor's rights, titles, and interests, whether statutory or at common law, in and to the Copyrights, Marks, Patents, and Domain Names and Registrations, together with the goodwill of the business symbolized by the Copyrights, Marks, Patents, and Domain Names and all registrations and recordings of and pending applications relating to the Copyrights, Marks, Patents,

and Domain Names and all renewals thereof owned by Assignor, whether in the USPTO or in any similar office or agency.

3. Recordation. Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks and Patents.

4. Assignment by Assignee. Assignee hereby accepts the Assignment and agrees to comply with and be bound by all the terms and conditions of this Assignment and to assume and fulfill all of the obligations of Assignor under this Assignment.

5. Further Assistance. At any time and from time to time at the request of Assignee, Assignor shall execute and deliver to Assignee or other parties designated by Assignee, at no cost or expense to Assignee, any new, additional, or confirmatory instruments and any other documents and perform all acts that may be necessary or desirable to effect the conveyance contemplated by this Assignment, to enable Assignee to register this Assignment in each of the jurisdictions where the Copyrights, Marks, Patents, and Domain Names have been registered, and otherwise to enable Assignee to realize upon or otherwise enjoy the benefit of the rights assigned to Assignee pursuant to this Assignment and to accomplish the intent and purpose of this Assignment. For clarity, Assignor's obligation under this Section 5 shall include reasonable cooperation in the transfer of the safetycal.com domain name to the Assignee.

6. No Third Party Beneficiary . Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person, other than Assignor, Assignee and their respective successors and assigns, any remedy or claim under or by reason of this instrument or any terms, covenants or conditions hereof, and all the terms, covenants and conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of Assignor, Assignee and their successors and assigns.

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

8. Subject to Agreement. Except as expressly provided herein, nothing contained in this Assignment shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Asset Purchase Agreement, as amended, in any manner whatsoever. This Assignment does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Asset Purchase Agreement. In the event of any conflict between the Asset Purchase Agreement and this Assignment, the provisions of the Asset Purchase Agreement shall govern and control.

9. Governing Law. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Florida, without giving effect to the principles of conflicts of laws thereof.


10. Amendment, Waiver and Termination. This Assignment may not be amended or terminated, and no provision hereof may be waived, except by a writing signed by each of the parties hereto.

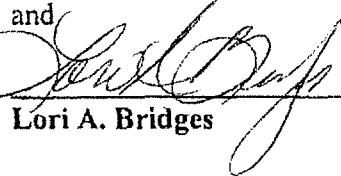
11. Headings. The headings in this Assignment are for the purpose of reference only and shall not limit or otherwise affect the meaning hereof.

12. Counterparts. This Assignment may be executed by facsimile signature and in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

ASSIGNOR:

SAFETYCAL, INC.

By: 
Print Name: Lori A. Bridges
Title: President

and

Lori A. Bridges

ASSIGNEE:

SAFETYCAL HOLDINGS, INC.

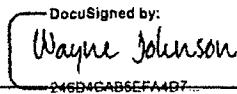
By: 
Print Name: Wayne Johnson
Title: President

EXHIBIT A

Copyrights, Marks, Patents, and Domain Names

Copyrights

- | | | |
|----|-------------------------------|--------------------------------|
| 1. | HAZARDOUS MATERIALS DECALS | Registration No.: TX0001757702 |
| 2. | HAZARDOUS MATERIALS | Registration No.: VA0000216380 |

Trademarks:

- | | | |
|----|------------|-----------------------------|
| 1. | SAFETYCAL | Registration No.: 3,746,707 |
| 2. | EZMAKE | Registration No.: 2,888,178 |
| 3. | COMPU-TAG | Registration No.: 3,698,598 |
| 4. | EVERCLEAR | Registration No.: 3,717,750 |
| 5. | MULTI-VU | Registration No.: 3,630,469 |
| 6. | CHEMI-CADE | Registration No.: 4,207,688 |

Patents:

- | | | |
|----|------------------------------------|-------------------------------|
| 1. | SAFETYCAL SECURITY LOCKOUT HASP | Registration No.: D/477, 768 |
| 2. | PROTECTIVE LABEL | Registration No.: 12/002, 580 |

Domain Names:

1. Safetycal.com

Exhibit A to Assignment of Copyrights, Trademarks, Patents and Domain Names