

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417838

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IBIS TEK, LLC		02/28/2017	Limited Liability Company:
IBIS TEK APPAREL, LLC		02/28/2017	Limited Liability Company:
IBIS TEK PROPERTIES, LLC		02/28/2017	Limited Liability Company:
VERBUCK, LLC		02/28/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	IBIS TEK, INC.		
Street Address:	500 GRANT ST SUITE 4500		
Internal Address:	C/O JONES DAY		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3857261		
Registration Number:	3880286	IBIS TEK	
Registration Number:	3857260	IBIS TEK	
CORRESPONDENCE DATA			
Fax Number:	4123947959		
<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:	4123947240		
Email:	ragraham@jonesday.com		
Correspondent Name:	RICHARD GRAHAM		
Address Line 1:	500 Grant st suite 4500		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
NAME OF SUBMITTER:	Richard Graham		
SIGNATURE:	/Richard Graham/		

CH \$90.00 3857261

DATE SIGNED:	03/01/2017
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Total Attachments: 9
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of February 28, 2017 (this "*Assignment Agreement*"), is by and among Ibis Tek, LLC, a Pennsylvania limited liability company ("*Ibis Tek*"), Ibis Tek Apparel, LLC, a Pennsylvania limited liability company ("*Ibis Tek Apparel*"), Ibis Tek Properties, LLC, a Pennsylvania limited liability company ("*Ibis Tek Properties*"), Verbuck, LLC, a Pennsylvania limited liability company ("*Verbuck*" and together with Ibis Tek, Ibis Tek Apparel and Ibis Tek Properties, collectively, the "*Assignors*" and each an "*Assignor*"), and Ibis Tek, Inc., a Delaware corporation (the "*Assignee*").

All capitalized terms used and not otherwise defined in this Assignment Agreement shall have the respective meanings given to such terms in the Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, Assignors and Assignee are parties to an Asset Purchase Agreement, dated December 30, 2016 (the "*Purchase Agreement*"), providing for the sale of all of Assignors' right, title and interest in and to the Acquired Assets; and

WHEREAS, in accordance with the terms of the Purchase Agreement, Assignors and Assignee have agreed to provide for the assignment from Assignors to Assignee of all of Assignors' right, title and interest in and to the Intellectual Property Assets of the Business.

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

1. Assignment. Assignors hereby sell, convey, transfer, assign and deliver to Assignee, its successors and assigns, all of the right, title and interest of Assignors throughout the world in and to the Intellectual Property (as that term is defined in the Purchase Agreement) including the Intellectual Property Assets set forth on Schedule 1 hereto (collectively, the "*Assigned Intellectual Property*"), including, but not limited to, all inventions and invention rights covered thereby, all issues of letters patent and reissues, continuations, continuations-in-part, divisions and reexaminations of the letters patent already granted and which may be granted in all countries, all of the common law rights and registrations in all countries relating to the transferred marks and the goodwill symbolized thereby in all countries, and all rights to sue for and remedies and damages against past, present and future infringements thereof, to be held and enjoyed by Assignee and its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment had not been made.

2. Further Assurances. Each of the parties hereto shall, and shall cause each of its affiliates to, from time to time, execute and deliver to the other party such additional instruments, assignments, documents, conveyances or assurances, including, without limitation, such patent assignments, trademark assignments, assignments of unpatented inventions and assignments of unregistered trademarks, in form and substance reasonably satisfactory to Assignors and Assignee, as shall be reasonably requested by Assignee, and take such other action as shall be

reasonably necessary to confirm and consummate more effectively the transactions contemplated hereby. All costs associated with filing and recording such assignments and other documents shall be borne by Assignee.

3. Binding Effect. This Assignment Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. No Modification of the Purchase Agreement. This Assignment Agreement shall be subject to and governed by the terms and conditions of the Purchase Agreement. No provision of this Assignment Agreement shall in any way modify the express provisions (including, without limitation, the warranties, representations, covenants, agreements, conditions, or any of the obligations and indemnifications of the parties hereto) set forth in the Purchase Agreement, this Assignment Agreement being intended solely to effect the transfer of certain property sold and purchased by Assignee pursuant to and in accordance with the Purchase Agreement.

5. No Waiver or Modification. Neither this Assignment Agreement nor any term hereof may be changed, waived, discharged or terminated other than by an instrument in writing signed by Assignors and Assignee.

6. No Third Party Beneficiaries. This Assignment Agreement is for the sole and exclusive benefit of Assignee and its successors and permitted assigns and nothing herein is intended or shall be construed to convey upon any person other than Assignee and its successors and permitted assigns any rights, remedies or claims under, or by any reason of, this Assignment Agreement or any term, covenant or condition hereof.


7. Counterparts. This Assignment Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. A signature delivered by facsimile or other electronic transmission will be considered an original signature.

8. Governing Law. This Assignment Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.


[Remainder of Page Intentionally Blank – Signature Page Follows]

ASSIGNORS:

IBIS TEK, LLC

By: 
Name: Thomas Buckner
Title: Member and Authorized Representative


IBIS TEK APPAREL, LLC

By: 
Name: Thomas Buckner
Title: Member and Authorized Representative

IBIS TEK PROPERTIES, LLC

By: 
Name: Thomas Buckner
Title: Member and Authorized Representative

VERBUCK, LLC

By: 
Name: Thomas Buckner
Title: Member and Authorized Representative

ASSIGNEE

IBIS TEK, INC.

By: _____
Name: Brett Keith
Title: Secretary and Treasurer

ASSIGNORS:

IBIS TEK, LLC

By: _____

Name:

Title:

IBIS TEK APPAREL, LLC

By: _____

Name:

Title:

IBIS TEK PROPERTIES, LLC

By: _____

Name:

Title:

VERBUCK, LLC

By: _____

Name:

Title:

ASSIGNEE

IBIS TEK, INC.

By: _____


Name: Brett Keith

Title: Secretary and Treasurer

SCHEDULE 1

See attached.

Schedule 1

1. Patents

<u>Number</u>	<u>Title</u>	<u>Date of Application</u>	<u>Date of Issuance</u>
6,631,834	Spare Tire Carrier	7/31/2001	10/14/2003
8,066,319	Vehicle Emergency Egress Assembly	11/14/2007	11/29/2011
8,333,036	Emergency Egress Assembly Embedded in a Vehicle Door	5/28/2010	12/18/2012
8,341,800	Break-Away Wiper Extension for VEE Windows	11/11/2011	1/1/2013
8,348,311	Lever Mechanism for an Emergency Escape Hatch	9/23/2009	1/8/2013
8,354,921	Self-Illuminating Handle for a Vehicle Emergency Egress Assembly	5/28/2010	1/15/2013
8,382,191	Vehicle Emergency Egress Assembly	10/24/2011	2/26/2013
8,632,120	Universal Latch Mechanism	11/23/2011	1/21/2014
D666,891	Vehicle Emergency Escape Window Handle	9/1/2011	9/11/2012

2. Trademarks

<u>Mark</u>	<u>Registration Number</u>	<u>Application Number</u>	<u>Date of Application</u>	<u>Date of Registration</u>
Design Only	3857261		12/28/2007	10/5/2010
IBIS TEK with design	3880286		12/28/2007	11/23/2010
IBIS TEK	3857260		12/28/2007	10/5/2010

3. Copyrights

Title	Registration Number	Date of Registration	Date of Application
Systems For Assessing Whether to Replace Traffic Control Signage	Txu001752792	4/6/2011	

4. Domain Name Registrations

All domains are registered to Ibis Tek, LLC. Unless otherwise noted, the registrar for all domains is GoDaddy.com, LLC.

ibisaccessories.com	ibistekllc.com
ibiscoatings.com	ibisteksigns.com
ibiscpg.info	ibisteksigns.net
ibissigns.com	ibisteksigns.org
ibissms.com	ibistrax.biz
ibisspecializedvehicles.com	ibistrax.com
ibisspecialtyvehicles.com	ibistrax.info
ibissv.com	ibistrax.mobi
ibistech.biz	ibistrax.net
ibistech.com	ibistrax.org
ibistech.info	ibistrax.us
ibistech.org	iforcebike.com
ibistechsigns.com	iforcebikes.com
ibisteck.biz	iforcebikes.net
ibisteck.com	itaprinting.com
ibisteck.info	myupfit.com
ibisteck.net	
ibisteck.org	
ibistecsigns.com	
ibistek.biz	
ibistek.com	
ibistek.info	
ibistek.net	
ibistek.org	
ibistekapparel.com	
ibistekcoatings.com	
ibistekcpd.com	
ibistekcpg.com	

5. Non-U.S. Patents and Patent Applications owned of record by BAE pursuant to the settlement agreement entered in connection with the BAE Systems Dispute.

Patent No./ Serial No.	Issue Date	Filing Date	Country	Title
2007349847	2/14/2013	11/15/2007	Australia	Vehicle Emergency Egress Assembly
2,670,806	4/11/2014	22/15/07	Canada	Vehicle Emergency Egress Assembly
2,995	9/5/2016	11/22/2007	Jordan	Vehicle Emergency Egress Assembly
PA179/2007		11/27/2007	Kuwait	Vehicle Emergency Egress Assembly
I422795	1/11/2014	11/23/2007	Taiwan	Vehicle Emergency Egress Assembly
2871155		11/20/2012	Canada	Universal Latch Mechanism
84 PA/2012		11/22/2012	Kuwait	Universal Latch Mechanism
101143422		11/21/2012	Taiwan	Universal Latch Mechanism
2,901	9/15/2015	11/22/2012	Jordan	Universal Latch Mechanism

Patent No./ Serial No.	Issue Date	Filing Date	Country	Title
341,570	3/23/2012	2/28/2012	Australia	Vehicle Emergency Escape Window Handle
D144502	10/25/2012	2/24/2012	Canada	Vehicle Emergency Escape Window Handle
			Egypt	Vehicle Emergency Escape Window Handle
1315105-0001	2/21/2012	2/21/2012	Europe	Vehicle Emergency Escape Window Handle
1202000444		2/27/2012	Thailand	Vehicle Emergency Escape Window Handle
D155950	9/1/2013	2/29/2012	Taiwan	Vehicle Emergency Escape Window Handle