

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425958

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cobra Systems, Inc.		05/01/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Allied Tube & Conduit Corporation		
Street Address:	16100 South Lathrop Avenue		
City:	Harvey		
State/Country:	ILLINOIS		
Postal Code:	60426		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1454873	COBRA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6092704918		
Email:	mhall@kdbfirm.com		
Correspondent Name:	Michael E. Hall		
Address Line 1:	101 Carnegie Center, Suite 106		
Address Line 4:	Princeton, NEW JERSEY 08540		
NAME OF SUBMITTER:	Michael E. Hall		
SIGNATURE:	/Michael E. Hall/		
DATE SIGNED:	05/02/2017		
Total Attachments: 8			
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ACQUIRED INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made as of May 1, 2017 between Allied Tube & Conduit Corporation, a Delaware corporation with an office at 16100 S. Lathrop Avenue, Harvey, Illinois 60426 ("Buyer"), Cobra Systems, Inc., a New York corporation with an office at 2669 Route 32 Bloomington, NY 12411, Cobra Manufacturing Corporation, a New York corporation with an office at 68 Leggs Mills Road, Lake Katrine, NY 12449 (together, "Seller"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement (defined below).

WHEREAS, Seller, its shareholders and Buyer are parties to that certain Asset Purchase Agreement, dated as of May 1, 2017 (as the same may be amended from time to time in accordance with its terms, the "Purchase Agreement"), pursuant to which, and subject to the terms and conditions set forth therein, Seller has agreed to, among other things, sell, assign, transfer, convey and deliver to Buyer, and Buyer has agreed to purchase, acquire and accept from Seller, all of Seller's right, title and interest in and to, the Acquired Assets including the Acquired Intellectual Property, in each case free and clear of any and all Liens.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Assignment of Acquired Intellectual Property. On the terms and subject to the conditions of the Purchase Agreement, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby purchases and acquires from Seller, all of Seller's right, title and interest in and to, (a) the registered trademark and applications for registration of trademarks specifically listed on the attached Annex A, including all divisions, renewals, continuations, reissues and extensions thereof, (b) the Patents and Patent applications specifically listed on the attached Annex A, including all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may hereafter be filed for such Patents in any country or countries foreign to the United States, and all Letters Patent which may be granted for such Patents in any country or countries foreign to the United States hereby authorized, and request the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue Patents on applications as aforesaid, to record Buyer as the owner of all such Patents and issue all Letter Patent for such Patents to the Buyer, as assignee of the Patents and Patent applications listed on the attached Annex A, for the sole use of Buyer, its successors and assigns, in accordance with the terms of this instrument, (c) and all other Acquired Intellectual Property, in the case of each of clause (a), (b) and (c), free and clear of all Liens, and specifically including, without limitation: (i) all goodwill associated with such Intellectual Property, (ii) all rights to sue and recover damages for (and all profits and interests associated with) past, present and future infringement or dilution of such Intellectual Property, (iii) all rights to collect any income, royalties and payments arising after the Closing by virtue of the use of such Intellectual Property. Such rights, title and interests are to be held and enjoyed by Buyer and its successors and assigns as fully and exclusively as they would have been held and enjoyed by Seller had this assignment not been made.

2. No Assignment of Certain Assets. For the purposes of this Assignment, Seller does not sell, assign, transfer, convey or deliver to Buyer, and Buyer does not purchase or acquire from Seller any Excluded Asset. Further, Seller shall not be deemed to sell, assign, transfer, convey or deliver to Buyer, and Buyer shall not be deemed to purchase or acquire from Seller any Non-Assignable Asset, unless and until any required consent from an applicable third party shall have been obtained.

3. Purchase Agreement. This Assignment is being executed and delivered pursuant and subject to the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, defeat, limit, alter, impair, modify, enhance or expand any right, obligation, claim, protection or remedy under the Purchase Agreement. In the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

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

5. Further Assurances. Upon the request Buyer, Seller shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further actions as Buyer may reasonably deem necessary or desirable to evidence and effectuate the sale, assignment, transfer, conveyance and delivery of the Acquired Intellectual Property contemplated hereby and by the Purchase Agreement and securing, completing or vesting in Buyer the ownership of the Acquired Intellectual Property to the fullest extent possible.

6. Applicable Law. This Assignment shall be governed by and construed in accordance with the internal laws of the state of New York applicable to agreements made in and to be wholly performed in such state, without regard to principles of conflicts of laws.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Copies of executed counterparts transmitted by facsimile or other electronic transmission service shall be considered original executed counterparts for purposes of this section.

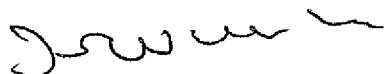
[Signatures follow on next page]

EXECUTION

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

BUYER:

ALLIED TUBE & CONDUIT CORPORATION

By: 
Name: John P. Williamson
Title: Chief Executive Officer

SELLER:

COBRA SYSTEMS, INC.

By: _____
Name:
Title:

COBRA MANUFACTURING CORPORATION

By: _____
Name:
Title:

SHAREHOLDER:

ESTATE OF MICHAEL VLADIMIR PAVLOV

By: _____
Name: Kristina Irina Pavlov-Leiching
Title: Successor Executor

By: _____
Name: Hillarie Pavlov Daly
Title: Successor Executor

EXECUTION

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

BUYER:

ALLIED TUBE & CONDUIT CORPORATION


By: _____

Name:

Title:

SELLER:

COBRA SYSTEMS, INC.

By:  _____

Name: Joseph Pavlov

Title: President and Secretary

COBRA MANUFACTURING CORPORATION

By:  _____

Name: Joseph Pavlov

Title: President and Secretary

EXECUTION

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

BUYER:

ALLIED TUBE & CONDUIT CORPORATION

By: _____
Name: John P. Williamson
Title: Chief Executive Officer

SELLER:

COBRA SYSTEMS, INC.

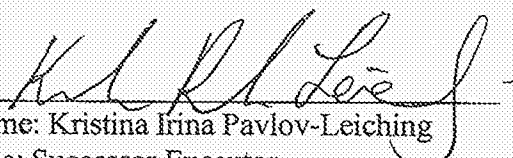
By: _____
Name:
Title:

COBRA MANUFACTURING CORPORATION

By: _____
Name:
Title:

SHAREHOLDER:

ESTATE OF MICHAEL VLADIMIR PAVLOV

By:  _____
Name: Kristina Irina Pavlov-Leiching
Title: Successor Executor

By: _____
Name: Hillarie Pavlov Daly
Title: Successor Executor

EXECUTION

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BUYER:

ALLIED TUBE & CONDUIT CORPORATION

By: _____

Name: John P. Williamson

Title: Chief Executive Officer

SELLER:

COBRA SYSTEMS, INC.

By: _____

Name:

Title:

COBRA MANUFACTURING CORPORATION

By: _____

Name:

Title:

SHAREHOLDER:

ESTATE OF MICHAEL VLADIMIR PAVLOV

By: _____

Name: Kristina Irina Pavlov-Leiching

Title: Successor Executor

By: Hillarie Pavlov Daly _____

Name: Hillarie Pavlov Daly

Title: Successor Executor

TRADEMARK

REEL: 006047 FRAME: 0530

Annex A
Trademarks

1. "COBRA" - Trademark Reg. No. 1,454,873, Registered September 1, 1987
2. "C.A.T." – Trademark Reg. No. 1,923,283, Registered October 3, 1995
3. Any common law trademarks related to the COBRA name, as defined in the Purchase Agreement.

Patents

Patent Number	Title	Patent Date
7,419,139 B2	(US) Barbed Tape Product with a Predetermined Pattern of Attachment Points and Attachment Elements	September 2, 2008
7,353,576 B2	(US) Methods for Forming Barbed Tape Product	April 8, 2008
7,290,756 B2	(US) Concertina Tape Products Configured for Stable Deployment and Retrieval	November 6, 2007
6,926,262 B1	(US) Barbed Tape	August 9, 2005
6,601,830 B1	(US) Barbed Tape	August 5, 2003
5,530,430	(US) Vibration Responsive Barbed Tape Security System	June 25, 1996
5,109,583	(US) Method of Manufacturing Barbed Tape	May 5, 1992
60/589,668	(Provisional) Rapid Deployment Barbed Tape and Dispenser	Expired July 19, 2014
7,481,444	(US) (Divisional) Concertina Tape Products Configured for Stable Deployment and Retrieval	January 27, 2009
7,883,074	(US) System and Methods for Forming Barbed Tape Product with Predetermined Patterns of Attachment Points Including Patterns for Concertina Tape Products Configured for Stable Deployment and Retrieval	February 8, 2011
7,549,203	(US) (Div) System and Methods for Forming Barbed Tape Product	June 23, 2009
7,896,317	(US) (Div) Concertina Tape Products Configured for Stable Deployment and Retrieval	March 1, 2011
7,765,657	(US) (Div) System and Methods for Forming Barbed Tape Products	August 3, 2010
8,157,491	(US) (Divisional) Concertina Tape Products Configured for Stable Deployment and Retrieval	April 17, 2012
13/369,874	(US) Picket Fence System	Abandoned
PCT/US05/25658	(PCT) System and Methods for Forming Barbed Tape Product with Predetermined Patterns of Attachment Points Including Patterns for	Expired

	Concertina Tape Products Configured for Stable Deployment and Retrieval	
1,799,377	(Italy) System and Methods for Forming Barbed Tape Product with Predetermined Patterns of Attachment Points Including Patterns for Concertina Tape Products Configured for Stable Deployment and Retrieval	February 16, 2011
1,799,377	(Europe) System and Methods for Forming Barbed Tape Product with Predetermined Patterns of Attachment Points Including Patterns for Concertina Tape Products Configured for Stable Deployment and Retrieval	February 16, 2011

Other

Domain Name: <http://www.cobracoil.com/>