

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM434025

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
COMFORTEX CORPORATION		05/12/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DIVERSE GLOBAL LIMITED		
<b>Street Address:</b>	21F-7, No. 386, Shizheng Road		
<b>City:</b>	Xitun Dist., Taichung		
<b>State/Country:</b>	TAIWAN		
<b>Postal Code:</b>	40757		
<b>Entity Type:</b>	Corporation: TAIWAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4659485	PANAVIEW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5184490047		
<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>			
<b>Phone:</b>	518-449-0044		
<b>Email:</b>	ptocommunications@hoffmanwarnick.com, awalters@hoffmanwarnick.com		
<b>Correspondent Name:</b>	HOFFMAN WARNICK LLC		
<b>Address Line 1:</b>	540 BROADWAY		
<b>Address Line 2:</b>	4TH FLOOR		
<b>Address Line 4:</b>	ALBANY, NEW YORK 12207		
<b>NAME OF SUBMITTER:</b>	Matthew J. Kinnier		
<b>SIGNATURE:</b>	/Matthew J. Kinnier/		
<b>DATE SIGNED:</b>	07/06/2017		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of May 12, 2017, is made by Comfortex Corporation ("Seller"), a Delaware corporation, in favor of Diverse Global Limited ("Purchaser"), a Taiwanese private company with limited liability with a mailing address of 21F-7, No. 386, Shizheng Road, Xitun Dist., Taichung 40757, Taiwan, and the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Purchaser and Seller, dated of even date herewith (the "Purchase Agreement"). Any capitalized terms used but not otherwise defined herein shall have the meanings specified in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Seller is conveying, transferring and assigning to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any other applicable jurisdictions.

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

1. Assignment and Assumption. Seller hereby irrevocably conveys, transfers and assigns to Purchaser all of Seller's right, title and interest in and to the below listed assets, property, rights and claims (the "Assigned IP"), and Purchaser hereby accepts such assignment of and assumes all duties, obligations and Encumbrances with respect to the below listed Assigned IP, all in accordance with the terms and conditions of the Purchase Agreement:

(a) the patents set forth on Schedule A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

(b) the trademark registrations set forth on Schedule B hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with any goodwill arising from the use of, and symbolized by, the Trademarks;

(c) 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;

(d) 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

(e) any and all claims and causes of action, with respect to any of the foregoing, in accordance with the terms and conditions of the Purchase Agreement.

2. Recordation. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Purchaser.

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

4. Purchase Agreement; Assigned IP Value. Notwithstanding anything herein to the contrary, nothing herein shall in any way supersede, modify, replace, amend, vary, rescind, waive, expand or in any way affect the promises, agreements, representations and warranties of any of the parties to and set forth in the Purchase Agreement. Without exclusion to other aspects of the Purchase Agreement, this IP Assignment specifically does not expand or create additional representations or warranties of Seller with respect to the Assigned IP, which representations and warranties are set forth exclusively in the Purchase Agreement. In the event of a dispute or conflict between the Purchase Agreement and this IP Assignment, the Purchase Agreement shall control; provided, that, in the event such dispute or conflict is with respect to solely the transfer to Purchaser by Seller of the Assigned IP, this IP Assignment shall control. The rights and claims of Seller against Purchaser or Purchaser against Seller hereunder shall be governed by the indemnification and dispute resolution procedures set forth in the Purchase Agreement. Seller further hereby ratifies and confirms the allocated value of the Assigned IP, as set forth and described on Schedule 1.7 of the Purchase Agreement.

5. Governing Law; Jurisdiction. This IP Assignment shall be governed by and construed in accordance with the laws of the State of New York, applicable to a contract executed and performed in such state, without giving effect to any conflicts of law principles that would refer any such matter to the laws of a different jurisdiction. Each party hereto irrevocably submits to the exclusive jurisdiction of any state or federal court located within the County of Albany in the State of New York for the purposes of any suit, action or other proceeding arising out of this IP Assignment or any transaction contemplated hereby, and agrees to commence any such action, suit or proceeding only in such courts. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY A PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR RELATED TO THIS IP ASSIGNMENT.

6. Counterparts. This IP Assignment may be executed by the parties hereto in separate counterparts and by facsimile, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

7. Effective Time of IP Assignment. The assignment and assumption of the Assigned IP contemplated by this IP Assignment shall be effective and deemed consummated simultaneous with the Closing pursuant to the Purchase Agreement. Absent the express agreement of Seller and Purchaser to the contrary, neither Seller nor Purchaser shall be deemed to have consummated the transactions contemplated by this Agreement unless a closing first occurs on the sale of the Purchased Assets pursuant to the Purchase Agreement.

**[SIGNATURE PAGE FOLLOWS]**

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

Seller:

COMFORTEX CORPORATION

By: 

Name: Thomas J. Marusak

Title: Chief Executive Officer

Purchaser:

DIVERSE GLOBAL LIMITED

By: 

Name: Lawrence Chen

Title: Chairman

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[Signature Page to IP Assignment Agreement]

TRADEMARK  
REEL: 006099 FRAME: 0676

**SCHEDULE A**

**ASSIGNED PATENTS**

<b><u>Patent Number</u></b>	<b><u>Description</u></b>
US 9,297,202 B2	Patent for Interior Shutter-Blind for Windows with Stackable Louvers
US 9,027,628 B2	Patent for Interior Shutter-Blind for Windows with Stackable Louvers

**SCHEDULE B**

**ASSIGNED TRADEMARK REGISTRATION**

<b><u>Trademark Registration Number</u></b>	<b><u>Description</u></b>
4659485	Registered trademark for the word mark "PANAVIEW" registered on December 23, 2014 with the United States Patent and Trademark Office