

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434139

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mega Motion, Inc.		12/31/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Mega Motion, LLC		
Street Address:	182 Susquehanna Avenue		
City:	Exeter		
State/Country:	PENNSYLVANIA		
Postal Code:	18643		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2254056	MEGA MOTION	
Registration Number:	2191445	EASY COMFORT	
CORRESPONDENCE DATA			
Fax Number:	3026568920		
<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:	3026224226		
Email:	dmcgregor@foxrothschild.com		
Correspondent Name:	Deanna McGregor		
Address Line 1:	2000 Market Street, 20th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Deanna M. McGregor		
SIGNATURE:	/-d-/		
DATE SIGNED:	07/07/2017		
Total Attachments: 3			
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OP \$65.00 2254056

ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") effective this 31st day of December, 2015, is by and between **MEGA MOTION, INC.**, a corporation organized and existing under the laws of the State of Delaware (the "Assignor") and **MEGA MOTION, LLC**, a limited liability company organized and existing under the laws of the Commonwealth of Pennsylvania (the "Assignee").

WITNESSETH:

WHEREAS, immediately prior to the execution of this Assignment, Assignor executed an Assignment dated and effective of even date herewith pursuant to which Assignor assigned and Assignee accepted all of Assignor's right, title and interest in and to all of the assets of Assignor;

WHEREAS, in the afore-referenced Assignment in paragraph 4 thereof, Assignor agreed to cooperate by delivering such instruments as Assignee may require to further evidence or effectuate the assignment of the assets contemplated thereby; and

WHEREAS, Assignee believes it to be in its best interest to secure the execution of an assignment of the trade names and/or trademarks owned by Assignor.

NOW, THEREFORE, in consideration of the foregoing, and for good and lawful consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, the parties do agree as follows:

1. Assignment.

a. Assignor hereby sells, assigns, transfers and sets over to Assignee all right, title and interest of Assignor in and to the trade name and trademark "**MEGA MOTION**," together with the goodwill of the business associated therewith, as well as all of Assignor's right, title and interest in and to the U.S. Registration 2,254,056, together with the goodwill of the business symbolized thereby.

b. Assignor hereby sells, assigns, transfers and sets over to Assignee all right, title and interest of Assignor in and to the trade name and trademark "**EASY COMFORT**," together with the goodwill of the business associated therewith, as well as all of Assignor's right, title and interest in and to the U.S. Registration 2,191,445 together with the goodwill of the business symbolized thereby.

The trade names and trademarks referenced in this paragraph 1 shall be collectively referred to as the "Trade Names/Trademarks."

2. Assignor's Representations. Assignor represents and warrants to Assignee that Assignor is the absolute owner of the Trade Names/Trademarks and has full power, right and authority to assign all its right, title and interest in and to the Trade Names/Trademarks.

3. Assignor's Cooperation. Assignor hereby agrees that, at any time and from time to time and after delivery of this Assignment, at Assignee's request and expense but without further consideration, Assignor will execute, acknowledge and deliver, or will cause to be executed, acknowledged and delivered, any consent, authorization or other instrument as may be necessary to effectuate the transfer contemplated by this Assignment.

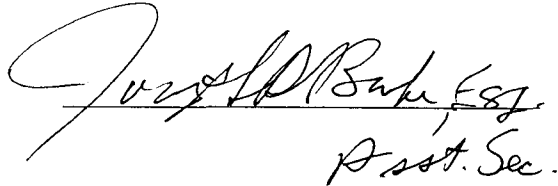
4. Assignee's Acceptance. Assignee hereby accepts the assignment of the Trade Names/Trademarks set forth in this Assignment.

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

6. Governing Law. This Agreement and the legal relations between the parties hereto shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without reference to the conflict of laws principles thereof.


IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the effective date first above written.

Attest:


Joseph D. Baker, Esq.
Asst. Sec.

Assignor:


MEGA MOTION, INC.

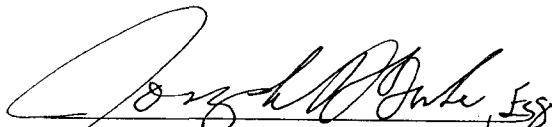
By: 
SCOTT MEUSER, President

Assignee:

MEGA MOTION, LLC

By: PRIDE MOBILITY PRODUCTS
CORPORATION, Sole Member

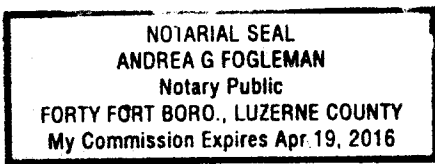
By: 
SCOTT MEUSER, Chairman & CEO


Witness

Commonwealth of Pennsylvania :
: SS
County of Luzerne :

On this, the 31st day of December, 2015, before me, the undersigned officer, personally appeared Scott Meuser, who acknowledged himself to be the President of Mega Motion, Inc., a corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



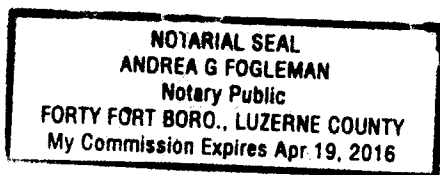
Andrea G. Fogleman

NOTARY PUBLIC

Commonwealth of Pennsylvania :
: SS
County of Luzerne :

On this, the 31st day of December, 2015, before me, the undersigned officer, personally appeared Scott Meuser, who acknowledged himself to be the Chairman and CEO of Pride Mobility Products Corporation, the Sole Member of Mega Motion, LLC, a Pennsylvania limited liability company, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Andrea G. Fogleman

NOTARY PUBLIC