

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM434445

<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>
Impakt Protective Inc.		05/22/2015	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	i1 Sensortech, Inc.		
<b>Street Address:</b>	12020 113th Avenue NE, Suite 210		
<b>City:</b>	Kirkland		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98034		
<b>Entity Type:</b>	Corporation: WASHINGTON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4153114	SHOCKBOX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2067577014		
<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>	2067578014		
<b>Email:</b>	seatm@dwt.com, mmoersfelder@dwt.com,priyankamenon@dwt.com		
<b>Correspondent Name:</b>	Matthew Moersfelder		
<b>Address Line 1:</b>	1201 Third Avenue, Suite 2200		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		
<b>ATTORNEY DOCKET NUMBER:</b>	0100503-TBD		
<b>NAME OF SUBMITTER:</b>	Matthew Moersfelder		
<b>SIGNATURE:</b>	/Matthew Moersfelder/		
<b>DATE SIGNED:</b>	07/10/2017		
<b>Total Attachments: 6</b>			
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**ASSIGNMENT AND ASSUMPTION AGREEMENT  
(INTANGIBLE PROPERTY)**

This Assignment and Assumption Agreement (this "Assignment") is made by and between Impakt Protective, Inc., a Canadian corporation ("Seller"), and i1 Sensortech, Inc., a Washington corporation ("Buyer"), in connection with the closing of the transactions contemplated by that certain Asset Purchase Agreement dated as of May 22, 2015, between Buyer and Seller (the "Agreement," with capitalized terms used but not defined herein having the meanings given to them in the Agreement).

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Buyer and Seller hereby agree as follows:

1. Upon the terms and subject to the conditions of the Agreement, Seller hereby assigns, transfers and conveys to Buyer all of Seller's rights, title and interest in and to the intangible assets and other assets of Seller, including but not limited to the intangible property set forth on Exhibit A hereto (the "Intangible and Other Assets"), free and clear of all encumbrances, together with such other rights, causes of action and remedies as may arise by operation of law, in law or equity, in connection with any of such Intangible and Other Assets.

2. Buyer hereby accepts the assignment in Section 1 hereof and, from and after the date hereof, will assume, perform, and discharge all liabilities and obligations of Seller relating to such Intangible and Other Assets.

3. This Assignment shall be governed by and construed in accordance with the laws of the Province of Ontario without giving effect to the conflict of laws principles thereof.

4. None of the provisions of this Assignment may be waived, changed or altered except in a signed writing by the party against whom enforcement of the same is sought.


5. Notwithstanding anything to the contrary, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Agreement or the survival thereof. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

6. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile transmission or scanned copy and email shall constitute effective execution and delivery of this Assignment.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement (Intangible Property) on the date first written above.

**Impakt Protective, Inc.**

By   
Name: J CROSSMAN  
Title: CEO

**i1 Sensortech, Inc.**

By \_\_\_\_\_  
Name:  
Title:

[Signature Page to Assignment and Assumption Agreement (Intangible Property)]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement (Intangible Property) on the date first written above.

**Impakt Protective, Inc.**

By \_\_\_\_\_  
Name:  
Title:

**il Sensortech, Inc.**

By \_\_\_\_\_  
Name:  
Title:

DocuSigned by:  
*Gary Rubens*  
7CB4E821CC2E461

[Signature Page to Assignment and Assumption Agreement (Intangible Property)]

Schedule A

1. The goodwill of the Seller
2. All Seller's hosting accounts
3. All Seller's website content and files
4. All Seller's social media accounts
5. All Seller's registered and unregistered trademarks
6. All Seller's databases and Seller's current manufacturer and customer and wholesale vendor lists, including contact information
7. All Seller's rights to and under those contracts listed on Schedule 2 to the Purchase Agreement
8. All of Seller's intellectual property, including the Trademarks

[FOLLOWING PAGE IS FROM ASSET PURCHASE AGREEMENT DATED MAY 22, 2015  
BETWEEN SELLER AND BUYER MOST SPECIFICALLY TRANSFERRED TRADEMARK  
RIGHTS IN MORE DETAIL]

**SCHEDULE 1**

**Physical Assets and List of Patents and Trademarks**

[REDACTED]

- [REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

**Trademarks, Tradenames and Service Marks:**

- All rights of the Seller in and to the following names, words or marks, as used by the Seller, anywhere in the world (expressly including Canada and the United States):
  - Shockbox
  - Playbox
  - Impakt
  - Impakt Protective, Inc.
  - Smart Sensors, Smart Sport