

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441649

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GF Protection Inc.		08/11/2017	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Gemini Acquisition Holdings LLC		
Street Address:	6305 S 231st Street		
City:	Kent		
State/Country:	WASHINGTON		
Postal Code:	98032		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2273478	GUARDIAN	
Registration Number:	3126378	GUARDIAN FALL PROTECTION	
Registration Number:	3871823	BASEMATE	
Registration Number:	2315295	BEAMER	
Registration Number:	1891934	QUAL-CRAFT	
Registration Number:	1867985	QC QUAL CRAFT	
Registration Number:	2530551	SHINGLESARK	
Registration Number:	2537204	SHINGLESARK	
CORRESPONDENCE DATA			
Fax Number:	2124224726		
<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:	2128376264		
Email:	trademarks@hugheshubbard.com		
Correspondent Name:	Patrice P. Jean		
Address Line 1:	One Battery Park Plaza		
Address Line 2:	Hughes Hubbard & Reed LLP		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	032621.00003		
NAME OF SUBMITTER:	Patrice P. Jean		

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SIGNATURE:	/Patrice P. Jean/
DATE SIGNED:	09/01/2017
Total Attachments: 5 source=Gemini - Trademark Assignment Agreement#page1.tif source=Gemini - Trademark Assignment Agreement#page2.tif source=Gemini - Trademark Assignment Agreement#page3.tif source=Gemini - Trademark Assignment Agreement#page4.tif source=Gemini - Trademark Assignment Agreement#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Trademark Assignment**”) is made as of August 11, 2017 by and between GF Protection Inc., a Washington corporation (“**Assignor**”), and Gemini Acquisition Holdings LLC, a Delaware limited liability company and wholly-owned subsidiary of Assignor (“**Assignee**”).

WHEREAS, Assignor, Gemini Acquisition Corp., a Delaware corporation, EF Investments, LLC, a Washington limited liability company, Darrin Erdahl, an individual, Stefanie Erdahl, an individual, HKE Irrevocable Trust, a trust organized under the laws of Washington, HEE Irrevocable Trust, a trust organized under the laws of Washington, and Darrin Erdahl as the representative of Seller Parties are parties to that certain Equity Purchase Agreement, dated as of August 11, 2017 (as amended, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement; and

WHEREAS, Assignor desires to execute this Trademark Assignment for purposes of further memorializing the contribution, conveyance, transfer, assignment and delivery to Assignee of the Assigned Trademarks, including for purposes of recording same with any applicable intellectual property offices, entities and/or similar agencies.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Assignor agrees as follows:

1. Assignment. Assignor hereby contributes, conveys, transfers, assigns and delivers to Assignee all right, title and interest in and to (a) the Trademarks listed on Schedule A attached hereto (including all goodwill associated therewith), and all registrations and applications therefor (collectively, the “**Assigned Trademarks**”); and (b) (i) all rights pertaining to the Assigned Trademarks arising under international treaties and convention rights and all foreign Trademark rights with respect to the Assigned Trademarks; (ii) the right and power to assert, defend and recover title to the Assigned Trademarks; (iii) all rights to assert, defend, sue, and recover damages for any past, present and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any rights in or to the Assigned Trademarks; (iv) all proceeds, income, royalties, damages and payments now and/or hereafter due and payable under and/or in respect of the Assigned Trademarks; and (v) all administrative rights arising from the Assigned Trademarks, including the right to prosecute applications and oppose, interfere with or challenge the applications of others, the right to obtain renewals and extensions of legal protection pertaining to the Assigned Trademarks and the right to file applications claiming the benefit of one or more of the Assigned Trademarks.

2. From time to time, as and when requested by either party hereto, the other party 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 or other actions as are

reasonably necessary to evidence and effectuate the transactions contemplated by this Trademark Assignment.

3. This Trademark Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and will become effective when one or more counterparts have been signed by a party and delivered to the other parties. Copies of executed counterparts transmitted by fax or email shall be considered original executed counterparts for purposes of this Section 3, provided that receipt of copies of such counterparts is confirmed.

4. This Trademark Assignment is subject in all respects to the terms and conditions of the Purchase Agreement and is a Transaction Document. Nothing contained in this Trademark Assignment shall be deemed to supersede, enlarge, modify, or waive any of the representations, warranties, covenants or other agreements contained in the Purchase Agreement. To the extent any provision of this Trademark Assignment is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

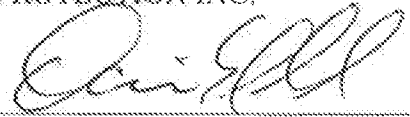
5. This Trademark Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

[The next page is the signature page]

Assignor has executed and delivered this Trademark Assignment Agreement as of the date first written above.

ASSIGNOR:

GF PROTECTION INC.

By: 

Name: Darrin P. Erdahl

Title: Vice President

Schedule A

Assigned Trademarks

Trademark	Country / Jurisdiction	Registration Number and Issue Date	Application No. and Filing Date	Int'l Class	Current Registered Owner	Status: Next Action	Instructions
BASEMATE	Canada	TMA759576 16-Feb-10	1318273 28-Sep-06	6, 11	GF Protection, Inc. dba Guardian Fall Protection	Renewal due: 06-Feb-25	Instructed to drop
GO PRO-GIRL	Canada	TMA763394 07-Apr-10	1417972 12-Nov-08	6, 9	GF Protection Canada Inc	Renewal due: 07-Apr-25	
NEO-GUARD	Canada	TMA794288 30-Mar-2011	1419055 21-Nov-08	6, 9, 20	GF Protection Canada Inc	Renewal due: 30-Mar-25	Instructed to drop
NORGUARD EAGLE	Canada	TMA782563 16-Nov-2010	1406444 07-Aug-2008	6, 9, 16, 20, 41	GF Protection Canada Inc	Renewal due: 16-Nov-25	Instructed to drop
GUARDIAN	U.S.	2,273,478 31-Aug-99	75-367,425 03-Oct-97	9	GF Protection Inc.	Renewal due: 31-Aug-19	
GUARDIAN FALL PROTECTION and Design	U.S.	3,126,378 08-Aug-06	78-687,572 08-Aug-05	9	GF Protection Inc.	Renewal due: 08-Aug-26	
BASEMATE	U.S.	3,871,823 09-Nov-10	77-142,004 27-Mar-07	6	GF Protection, Inc. dba Guardian Fall Protection	Canceled on 16-Jun-2017	
BEAMER	U.S.	2,315,295 08-Feb-00	75-367,426 03-Oct-97	9	GF Protection Inc.	Renewal due: 08-Feb-20	
QUAL-CRAFT	U.S.	1,891,934	74-	6	GF	Renewal due: 02-	

		02-May-95	450,830 22-Oct-93		Protection, Inc. dba Guardian Fall Protection	May-25	
QC QUAL-CRAFT (Stylized)	U.S.	1,867,985 20-Dec-94	74-448,448 15-Oct-93	6	GF Protection, Inc. dba Guardian Fall Protection	Renewal due: 20-Dec-24	
SHINGLESARK	U.S.	2,530,551 15-Jan-02	75-885,762 03-Jan-00	8	GF Protection, Inc. dba Guardian Fall Protection	Renewal due: 15-Jan-22	
SHINGLESARK and Design	U.S.	2,537,204 05-Feb-02	75-884,729 03-Jan-00	8	GF Protection, Inc. dba Guardian Fall Protection	Renewal due: 05-Feb-22	
STACKER BRACKET	U.S.	3,202,048 23-Jan-2007	78-850,077 30-Mar-2006	6	GF Protection Inc.	Renewal due: 23-Jan-17	Instructed to drop
F and Design (Color)	U.S.	3,589,845 17-Mar-09	77-349,902 12-Dec-07	6, 9, 12, 19, 37	GF Protection, Inc. dba Guardian Fall Protection	Canceled	
SAFER SMARTER BETTER	U.S.	3,339,529 20-Nov-07	78-850,148 30-Mar-06	6, 9, 12, 19	GF Protection, Inc. dba Guardian Fall Protection	Canceled	
ULTRA JACK	U.S.	2,209,323 08-Dec-98	74-486,129 03-Feb-94	6, 8	GF Protection, Inc. dba Guardian Fall Protection	Canceled	