

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452541

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mount Airey Group, Inc		09/13/2017	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	Acuant, Inc.		
Street Address:	6080 Center Drive		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90045		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3731789	OZONE	
Registration Number:	3737345	OZONE	
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>			
Email:	olga@creativelegalservice.com		
Correspondent Name:	Olga Zalomiy		
Address Line 1:	15250 Ventura Boulevard., Suite 601		
Address Line 4:	Sherman Oaks, CALIFORNIA 91403		
NAME OF SUBMITTER:	Yossi Zekri		
SIGNATURE:	/Yossi Zekri/		
DATE SIGNED:	11/29/2017		
Total Attachments: 4			
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OP \$65.00 3731789

ASSIGNMENT, BILL OF SALE
AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT, BILL OF SALE AND ASSUMPTION AGREEMENT (this “**Agreement**”) is made as of September 13, 2017, by and between Acuant, Inc., a Delaware corporation (“**Buyer**”) and Mount Airey Group, Inc., a Virginia corporation (“**Seller**”).

WITNESSETH:

WHEREAS, pursuant to that certain asset purchase agreement of even date herewith (the “**Purchase Agreement**”), by and between Buyer, Seller and other parties thereto, Seller has agreed to sell, assign, transfer, convey and deliver to Buyer all of the Seller’s right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement); and

WHEREAS, pursuant to the Purchase Agreement, Buyer has agreed to assume the Assumed Liabilities (as defined in the Purchase Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto provide and agree as follows:

1. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

2. Sale and Assignment of Purchased Assets. The Seller does hereby grant, bargain, transfer, sell, assign, convey and deliver to Buyer all of its right, title and interest in and to the Purchased Assets, to have and to hold the same unto Buyer, its successors and assigns, forever.

3. Assumption of Assumed Liabilities. On the terms and subject to the conditions and exceptions contained herein and in the Purchase Agreement, Buyer hereby assumes the Assumed Liabilities.

4. Scope of Assignment and Assumption. The Seller is not selling or assigning, nor shall the Seller be deemed to have sold or assigned, any Excluded Assets, except as expressly provided in this Agreement and in the Purchase Agreement. Buyer is not assuming, nor shall Buyer be deemed to have assumed, any Excluded Liabilities or any other liability or obligation of Seller whatsoever, except as expressly provided in this Agreement and in the Purchase Agreement.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but both of which counterparts collectively shall constitute one instrument.

6. Controlling Document. In the event of any conflict between this Agreement and the Purchase Agreement, the provisions in the Purchase Agreement shall control.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Buyer, Seller, their heirs, administrators, representatives, successors and permitted assigns, in accordance with the terms of the Purchase Agreement.

8. Governing Law. This Agreement and its validity, construction, enforcement, and interpretation shall be governed by the substantive laws of the State of Delaware, without giving effect to conflicts of law.

9. Invalid Provisions. If any provision of this Agreement is deemed or held to be illegal, invalid or unenforceable, this Agreement shall be considered divisible and inoperative as to such provision to the extent it is deemed to be illegal, invalid or unenforceable, and in all other respects this Agreement shall remain in full force and effect; *provided, however,* that if any provision of this Agreement is deemed or held to be illegal, invalid or unenforceable there shall be added hereto automatically a provision as similar as possible to such illegal, invalid or unenforceable provision and be legal, valid and enforceable. Further, should any provision contained in this Agreement ever be reformed or rewritten by any judicial body of competent jurisdiction, such provision as so reformed or rewritten shall be binding upon the parties hereto.

10. Further Assurances. From time to time after the Closing, at the request of Buyer or Seller but without further consideration, Seller or Buyer, as the case may be, will each execute and deliver such other instruments of conveyance, assignment, transfer, and delivery and take such other action as Seller or Buyer reasonably may request in order to consummate the transactions contemplated hereby.

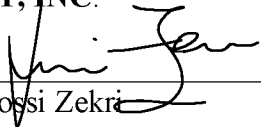
11. Headings. The descriptive section headings are for convenience of reference only and shall not control or affect the meaning or construction of any provision of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed and delivered this Assignment, Bill of Sale and Assumption Agreement as of the date first referenced above.

BUYER:

ACUANT, INC.

By: 
Name: Yossi Zekri
Title: CEO

SELLER:

MOUNT AIREY GROUP, INC.

By: _____
Name: Joe Braceland
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed and delivered this Assignment, Bill of Sale and Assumption Agreement as of the date first referenced above.

BUYER:

ACUANT, INC.

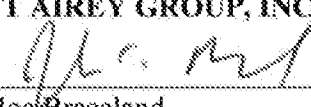
By: _____

Name:

Title:

SELLER:

MOUNT AIREY GROUP, INC.

By:  _____

Name: Joe Braceland

Title: Chief Executive Officer