

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459203

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keystone Technologies LLC		01/23/2018	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Keystone Technologies International, LLC		
Street Address:	208 Progress Drive		
City:	Montgomeryville		
State/Country:	PENNSYLVANIA		
Postal Code:	18936		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	87499291	ALUMAGROOVE	
Serial Number:	87499214	COMBODRIVE	
Serial Number:	87499115	FUTUREFIT	
Registration Number:	5268688	KEYSTONE	
Registration Number:	5268689	KEYSTONE SINCE 1945	
Registration Number:	4808169	LIGHT MADE EASY	
Serial Number:	87499199	SMARTDRIVE	
Serial Number:	87499181	SMARTSAFE	
Serial Number:	86523936	SMARTWIRE	
Serial Number:	87678739	SIGN HERO	
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:	jordan.lavine@flastergreenberg.com		
Correspondent Name:	JORDAN A. LAVINE		
Address Line 1:	1835 Market Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		

OP \$265.00 87499291

NAME OF SUBMITTER:	Jordan A LaVine
SIGNATURE:	/jordan lavine/
DATE SIGNED:	01/24/2018
Total Attachments: 4 source=IP Assignment Agreement - Executed Version#page1.tif source=IP Assignment Agreement - Executed Version#page2.tif source=IP Assignment Agreement - Executed Version#page3.tif source=IP Assignment Agreement - Executed Version#page4.tif	

IP ASSIGNMENT AGREEMENT

THIS AGREEMENT (“IP Assignment Agreement”), is executed as of January 23, 2018 (“Effective Date”), by and among Keystone Technologies LLC, a Pennsylvania limited liability company (“Assignor”) and Keystone Technologies International, LLC a Delaware limited liability company (“Assignee”). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Contribution Agreement dated January 23, 2018 (“Contribution Agreement”), by and among Assignee and Assignor.

RECITALS

A. Pursuant to the Contribution Agreement between the Parties, Assignor has agreed to contribute to Assignee, and Assignee has agreed to accept from Assignor all of the Contributed Assets, except for the Excluded Assets. The Contributed Assets include the intellectual property assets set forth on Schedule A attached hereto (the “Purchased IP Assets”).

B. Assignor has agreed to execute such instruments as Assignee may reasonably request in order to more effectively contribute to Assignee; and

C. Assignor has agreed to execute and deliver this IP Assignment Agreement for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, in consideration of the foregoing and the mutual benefits set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

Section 1 Assignment of Intellectual Property. Upon the terms set forth in the Contribution Agreement, Assignor hereby irrevocably contributes, sells, assigns, conveys, and transfers to Assignee, and Assignee hereby acquires from Assignor, free and clear of all Encumbrances, all of the Purchased IP Assets, including the respective rights, title and interests of Assignor in, to and under the following: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, (b) all trademarks, all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, including those listed in Schedule A hereto (c) all moral rights, copyrights and other rights in any work of authorship, compilation, derivative work or mask work and all applications, registrations, and renewals in connection therewith, (d) all trade secrets and confidential business information (including confidential ideas, research and development, know-how, methods, formulas, compositions, manufacturing and production processes and techniques, technical and other data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (e) Software, (f) all other proprietary and intellectual property rights, (g) all copies and tangible embodiments of any of the foregoing (in whatever form or medium), (h) the exclusive right to display, perform, reproduce, make, use, sell, distribute, import, export and create derivative works or improvements based on any of the foregoing and (i) all income, royalties, damages and payments related to any of the foregoing (including damages and payments for past, present or future infringements, misappropriations or other conflicts with any intellectual property), and the

right to sue and recover for past, present or future infringements, misappropriations or other conflict with any intellectual property.

Section 2 Recordation and Further Actions. Assignor 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 Agreement upon request by Assignee.

Section 3 Further Assurances. Assignor hereby covenants and agrees that they shall, from time to time after the Effective Date, at the reasonable request of Assignee, (a) execute and deliver such further instruments of sale, assignment, conveyance, transfer and delivery to Assignee as shall be reasonably necessary or appropriate to vest in Assignee good and indefeasible title to the Purchased IP Assets, to otherwise establish the record of Assignee's title thereto, or to more effectively consummate the assignments contemplated hereby, and (b) assist Assignee, at Assignee's request and at Assignee's sole cost and expense, in exercising any rights with respect thereto.

Section 4 Terms of the Asset Contribution Agreement. The parties hereto acknowledge and agree that this IP Assignment Agreement is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Purchased IP Assets. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

Section 5 Successors and Assigns. The terms and provisions of this IP Assignment Agreement shall be binding upon, and inure to the benefit of, Assignor and Assignee, and each of their respective successors and assigns.

Section 6 Third Party Beneficiaries. Nothing in this IP Assignment Agreement is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this IP Assignment Agreement or any transaction contemplated by this IP Assignment Agreement.

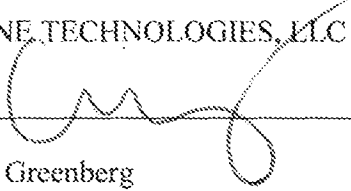
Section 7 Governing Law. This IP Assignment Agreement and the rights and obligations of the parties shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of Delaware, without regard to conflicts of law doctrines.

Section 8 Counterparts. This IP Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this IP Assignment Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be duly executed and delivered as of the date first set forth above.

ASSIGNOR:

KEYSTONE TECHNOLOGIES, LLC

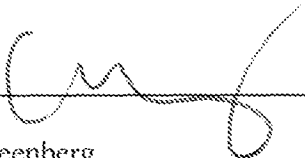
By:  _____

Name: Ira Greenberg

Title: Chief Executive Officer

ASSIGNEE:

KEYSTONE TECHNOLOGIES INTERNATIONAL, LLC

By:  _____

Name: Ira Greenberg

Title: Chief Executive Officer

[Signature Page to IP Assignment Agreement]

SCHEDULE A

U.S. Trademarks

Mark	App. No.	Date Filed	Reg. No.	Reg. Date	Current Status	Current Owner
AlumaGroove	87/499,291	June 21, 2017			Pending	Keystone Technologies, LLC
ComboDrive	87/499,214	June 21, 2017			Pending	Keystone Technologies, LLC
FutureFit	87/499,115	June 21, 2017			Pending	Keystone Technologies, LLC
Keystone	86/522,284	February 3, 2015	5268688		Pending	Keystone Technologies, LLC
KEYSTONE SINCE 1945 and Design	86/522,398	February 3, 2015	5268689	August 22, 2017	Registered	Keystone Technologies, LLC
Light Made Easy	86/523,878	February 4, 2015	4,808,169	September 8, 2015	Registered	Keystone Technologies, LLC
SmartDrive	87/499,199	June 21, 2017			Pending	Keystone Technologies, LLC
SmartSafe	87/499,181	June 21, 2017			Pending	Keystone Technologies, LLC
SmartWire	86/523,936	February 4, 2015	4,808,175	September 8, 2015	Registered	Keystone Technologies, LLC
Sign Hero	87/678,739	November 9, 2017			Pending	Keystone Technologies, LLC

TRADEMARK

REEL: 006256 FRAME: 0209

RECORDED: 01/24/2018