

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461051

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ewald Haimerl		12/07/2017	INDIVIDUAL: GERMANY
RECEIVING PARTY DATA			
Name:	Hero GmbH & Co. KG		
Street Address:	Auhofstraße 10		
City:	Mainburg		
State/Country:	GERMANY		
Postal Code:	84048		
Entity Type:	GmbH & Co. Kg: GERMANY		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4181610	BLACK EAGLE	
Registration Number:	4188733	SUN REFLECT	
Registration Number:	4147240	HAIX	
Registration Number:	4192635		
Registration Number:	3938042	SECURA LINER	
Registration Number:	3232908	HAIX SHOES FOR PROFESSIONALS	
Registration Number:	3232907	HAIX	
Registration Number:	3241785	HEROES WEAR HAIX	
Registration Number:	3239261	GSG9	
Registration Number:	2606991	FIRE HUNTER	
Registration Number:	2509388	HAIX	
Registration Number:	2427498	AIR POWER SYSTEM	
Serial Number:	86271320	FIRE EAGLE	
CORRESPONDENCE DATA			
Fax Number:	5616596313		
<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:	561-653-5000		
Email:	ip@akerman.com, angela.martin@akerman.com		

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Correspondent Name: Akerman LLP
Address Line 1: 777 South Flagler Drive
Address Line 2: Suite 1100 West Tower
Address Line 4: West Palm Beach, FLORIDA 33401

ATTORNEY DOCKET NUMBER: 0194353

NAME OF SUBMITTER: Peter A. Chiabotti

SIGNATURE: /Peter A. Chiabotti/

DATE SIGNED: 02/06/2018

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into as of as of December 7, 2017 ("Effective Date"), by and between Ewald Haimerl, an individual with an address of company with an address of Auhofstraße 10, 84048 Mainburg, Germany ("Assignor") and Hero GmbH & Co. KG, having an address of Auhofstraße 10, 84048 Mainburg, Germany ("Assignee"). Together, Assignor and Assignee are referred to as the "Parties" and individually as a "Party."

RECITALS

A. Assignor, immediately prior to the Effective Date, was the owner of all right, title and interest in and to the trademark set forth in Schedule 1 attached hereto and made a part hereof, together with all registrations and applications for registration thereof, and all common law rights with respect thereto (collectively, "Assigned Trademarks");

B. In accordance with that certain Asset Purchase Agreement, dated as of November 21, 2017, by and among Assignor and Assignee ("Asset Purchase Agreement"), Assignor wishes to sell, assign and transfer to Assignee, and Assignee wishes to acquire, Assignor's entire right, title and interest in and to the Assigned Trademarks; and

C. Assignee and Assignor desire to record the assignment set forth in this Assignment with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Assignee.

AGREEMENT

1. Incorporation of Recitals; Capitalized Terms. The foregoing recitals are incorporated into and made a part of this Assignment as if fully set forth herein. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Asset Purchase Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby unconditionally and irrevocably assigns, transfers and conveys to Assignee, its successors and assigns, all of its right, title, and interest, throughout the world, in, to, and under the Assigned Trademarks and all registrations and applications for registration thereof and all common law rights with respect thereto together with all goodwill of the business in which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, including, without limitation, the exclusive rights (a) to apply for and maintain all registrations, renewals and/or extensions thereof, (b) to all claims and causes of action to recover past, present and future damages, royalties, fees, income, payments, profits and other proceeds or other relief or restitution, and equitable and injunctive relief ensuing from past, present and future infringement, dilution, misappropriation, unfair competition, violation, and/or misuse of the Assigned Trademarks, (c) to any and all licenses or other similar contractual rights for the Assigned Trademarks, (d) to grant licenses or other interests in the Assigned Trademarks, (e) to any and all royalties, fees, income, payments, and other proceeds now or hereafter due or

payable with respect to any of the Assigned Trademarks, and (f) to otherwise fully and entirely stand in the place of Assignor in all matters related to the Assigned Trademarks.

3. Further Assurances. Assignor shall execute any instruments or documents and perform all other acts necessary or appropriate, in the reasonable discretion of the Assignee, to further evidence the intent and purpose of this Assignment.

4. No Impact on Terms of Asset Purchase Agreement. Notwithstanding any provision to the contrary set forth herein or in the Asset Purchase Agreement or in any document, instrument or agreement executed in connection herewith or therewith, no provision of this Assignment in any way waives, restricts, alters, adds to, diminishes, or limits the express provisions (including the warranties, covenants, agreements, conditions, representations and obligations and indemnifications, and the limitations related thereto, of the parties) set forth in the Asset Purchase Agreement, this Assignment being intended solely to effect the transfer of the Assigned Trademarks strictly in accordance with the terms of the Asset Purchase Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail and govern.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile, portable document format or other electronic means shall be effective as delivery of a manually executed counterpart to this Assignment.

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IN WITNESS WHEREOF, the parties have executed this Assignment intending to be legally bound as of the Effective Date.

ASSIGNOR:

Ewald Haimerl

By:  _____

Name: Ewald Haimerl

ASSIGNEE:

Hero GmbH & Co. KG

By:  _____

Name: Ewald Haimerl

Title: Managing Director

Schedule 1

Assigned Trademarks

Registrations and Applications

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
FIRE EAGLE	86271320	05/03/2014	n/a	n/a	Live
BLACK EAGLE	85102362	08/06/2010	4181610	07/31/2012	Live
	85096151	07/29/2010	4188733	08/14/2012	Live
	85096143	07/29/2010	4147240	05/22/2012	Live
	85096136	07/29/2010	4192635	08/21/2012	Live
SECURA LINER	85106892	08/13/2010	3938042	03/29/2011	Live
CONNEXIS	79205283	03/03/2017	5362065	12/26/2017	Live
	79058572	08/22/2008	3676646	09/01/2009	Dead
FIRE FLASH	79008909	08/27/2004	3063942	02/28/2006	Live
HAIX	79059163	08/27/2008	3673226	08/25/2009	Live
FIRE HERO	79058571	08/22/2008	3669560	08/18/2009	Live
AIRPOWER	79006309	08/27/2004	3213569	02/27/2007	Live
	78850212	03/30/2006	3232908	04/24/2007	Live
	78850103	03/30/2006	3232907	04/24/2007	Live
HEROES WEAR HAIX	78850332	03/30/2006	3241785	05/15/2007	Live
GSG9	78850269	03/30/2006	3239261	05/08/2007	Live
FIRE HUNTER	76191813	01/09/2001	2606991	08/13/2002	Live
HAIX	76104572	08/07/2000	2509388	11/20/2001	Live
AIR POWER SYSTEM	75682773	04/14/1999	2427498	02/06/2001	Dead