

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM466507

|   |  |                       |                         |
|---|--|-----------------------|-------------------------|
| <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>      |
| Convertech, Inc.  |  | 03/14/2018            | Corporation: NEW JERSEY |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                         |
| <b>Name:</b>  | Double E Company, LLC                              |                       |                         |
| <b>Street Address:</b>  | 319 Manley Street                                  |                       |                         |
| <b>City:</b>  | West Bridgewater                                   |                       |                         |
| <b>State/Country:</b>   | MASSACHUSETTS                                      |                       |                         |
| <b>Postal Code:</b>   | 02379  |                       |                         |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                |                       |                         |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |                         |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                         |
| <b>Registration Number:</b>   | 2898708  | CONVERTECH            |                         |
| <b>Registration Number:</b>   | 3410850  | CONVERTECH            |                         |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                         |
| <b>Fax Number:</b>  | 3367338473   |                       |                         |
| <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>   | (704) 350-6303                                     |                       |                         |
| <b>Email:</b>   | trademarkswinston@wbd-us.com                       |                       |                         |
| <b>Correspondent Name:</b>  | Michael A. Tobin                                   |                       |                         |
| <b>Address Line 1:</b>  | Womble Bond Dickinson (US) LLP                     |                       |                         |
| <b>Address Line 2:</b>  | 301 South College Street, Suite 3500               |                       |                         |
| <b>Address Line 4:</b>  | Charlotte, NORTH CAROLINA 28202                    |                       |                         |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 102436.02.8  |                       |                         |
| <b>NAME OF SUBMITTER:</b>   | Michael A. Tobin                                   |                       |                         |
| <b>SIGNATURE:</b>   | /Michael A. Tobin/                                 |                       |                         |
| <b>DATE SIGNED:</b>   | 03/21/2018   |                       |                         |
| <b>Total Attachments: 5</b>   |  |                       |                         |
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Trademark Assignment"), dated as of March 14, 2018, is made by Converttech, Inc., a New Jersey corporation ("Seller"), in favor of Double E Company, LLC, a Delaware limited liability company ("Purchaser"), who is the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement dated as of even date herewith among Seller, certain shareholders of Seller, and Purchaser (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has agreed to convey, transfer, and assign to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's worldwide right, title, and interest in and to the following:
  - (a) the trademarks and trademark registrations set forth on attached **Schedule 1** hereto and all issuances, extensions, and renewals thereof (collectively, the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
  - (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation and Further Actions. Seller hereby authorizes the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions worldwide to record and register this Trademark Assignment upon request of Purchaser. Following the date hereof, upon Purchaser's reasonable request, and at Purchaser's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives,

including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Purchaser, or any assignee or successor thereto.

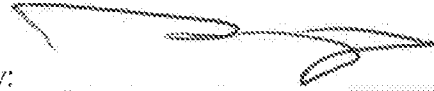
3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

Seller:

CONVERTECH, INC.



By: \_\_\_\_\_

Name: Lawrence Taitel

Title: President

Address for Notices:


63 Brookdale Ct.

Highland Park, NJ 08904

ACKNOWLEDGMENT

STATE OF New Jersey )  
 )  
COUNTY OF Morris )

On the 14<sup>th</sup> day of March, 2018, before me personally appeared Lawrence Taitel, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of Convertech, Inc., a New Jersey corporation, and acknowledged the instrument to be the free act and deed of Seller for the uses and purposes mentioned in the instrument.

  
Notary Public

My Commission Expires: \_\_\_\_\_

Printed Name: Beatrice Kwok

**BEATRICE KWOK**  
A Notary Public of New Jersey  
Commission No. 2204321  
My Commission Expires Aug 7, 2022

[Signature Page Continues]

[Signature page to Trademark Assignment]

AGREED TO AND ACCEPTED BY:

Purchaser:

DOUBLE E COMPANY, LLC

By: 

Name: Thomas Pranka

Title: President and Chief Executive Officer

Address for Notices:

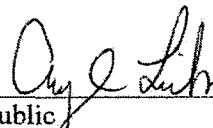
319 Manley Street

West Bridgewater, MA 02379

ACKNOWLEDGMENT

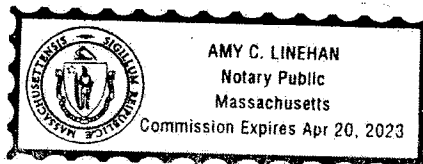
STATE OF Massachusetts )  
 )  
COUNTY OF Norfolk )

On the 12 day of March, 2018, before me personally appeared Thomas Pranka, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President and Chief Executive Officer of Double E Company, LLC, a Delaware limited liability company, and acknowledged the instrument to be the free act and deed of the Purchaser for the uses and purposes mentioned in the instrument.

  
Notary Public

My Commission Expires: 4/20/23

Printed Name: Amy Linehan



[Signature page to Trademark Assignment]

**SCHEDULE 1**

**Assigned Trademarks**

**Trademark Registrations:**

| <b>Mark</b>             | <b>Jurisdiction</b> | <b>Registration Number</b> | <b>Registration Date</b> |
|-------------------------|---------------------|----------------------------|--------------------------|
| CONVERTECH (and design) | U.S.                | 3,410,850                  | 4/8/2008                 |
| CONVERTECH (and design) | U.S.                | 2,898,708                  | 11/2/2004                |
| CONVERTECH              | Canada              | TMA434931                  | 10/28/1994               |
| CONVERTECH (and design) | Canada              | TMA679372                  | 1/15/2007                |
| CONVERTECH (and design) | Mexico              | 904099                     | 10/19/2005               |
| CONVERTECH              | UK                  | 2442099                    | 6/13/2008                |

**Unregistered Trademarks:**

CONVERTECH  
CONVERTECH.COM  
CONVERTINGGUIDE.COM

[Trademark Assignment]