

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475227

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XRT, INC.		04/25/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Aeromax Industries, Inc.		
Street Address:	28079 Industrial Avenue		
City:	Barrington		
State/Country:	ILLINOIS		
Postal Code:	60010		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2833332	SKY BLASTER	
CORRESPONDENCE DATA			
Fax Number:	5035957301		
<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:	5035957300		
Email:	trademarkdocket@allemanhall.com		
Correspondent Name:	Alleman Hall Creasman & Tuttle LLP		
Address Line 1:	900 SW 5th Ave.		
Address Line 2:	Suite 2300		
Address Line 4:	Portland, OREGON 97204		
NAME OF SUBMITTER:	Anthony D. Phillips		
SIGNATURE:	/Anthony D. Phillips/		
DATE SIGNED:	05/23/2018		
Total Attachments: 2			
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ASSIGNMENT

WHEREAS, XRT, INC. (hereinafter "Assignor"), a California company organized and existing under the laws of the United States, located and doing business at 162 Archer Drive Santa Cruz, California 95060, United States of America, is the sole and exclusive owner of all rights, including all intellectual property rights, in U.S. Patent No. 7,037,164 which issued on May 2, 2006 and in U.S. Trademark Reg. No. 2,833,332 for the mark SKY BLASTER which registered on April 13, 2004; and

WHEREAS, Aeromax Industries, Inc. (hereinafter "Assignee"), an Illinois company organized and existing under the laws of the United States, with a mailing address of 28079 Industrial Avenue Barrington, Illinois 60010, United States of America, desires to acquire all rights in U.S. Patent No. 7,037,164 and U.S. Trademark Reg. No. 2,833,332 for the mark SKY BLASTER;

WHEREAS, Assignor and Assignee entered into a prior License Agreement in 2014 by which Assignee licensed rights in U.S. Patent No. 7,037,164 and U.S. Trademark Reg. No. 2,833,332 for the mark SKY BLASTER from Assignor, and now wish to assign all rights in U.S. Patent No. 7,037,164 and U.S. Trademark Reg. No. 2,833,332 for the mark SKY BLASTER from Assignor to Assignee and conclude the License Agreement;

WHEREAS, Assignor and Assignee contemplate that Assignee will at its sole discretion be responsible to pay all future maintenance fees due for U.S. Patent No. 7,037,164 and all future renewals for U.S. Trademark Reg. No. 2,833,332;

NOW THEREFORE, for the sum of \$5000 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows.

1. *Patent Assignment* - Assignor does hereby assign unto Assignee all right, title, and interest in and to U.S. Patent No. 7,037,164 which issued on May 2, 2006, including any and all Letters Patent based thereon now or in the future granted in the United States and its territorial possessions and in any and all foreign jurisdictions, and in and to any and all divisions, continuations, reissues, reexaminations, and extensions thereof, and all claims for infringement thereof arising on or after the effective date of this Assignment, which is the date of last signature below.
2. *Trademark Assignment* – Assignor does hereby assign unto Assignee all right, title, and interest in and to the U.S. Trademark Reg. No. 2,833,332 for the mark SKY BLASTER, together with the goodwill of the business connected with the use of and symbolized by this trademark, and any and all claims for infringement thereof arising on or after the effective date of this Assignment.

3. *Cooperation* – Assignor agrees to use its best efforts to cooperate and sign all documents necessary to carry out the intent of this Agreement, including all documents necessary to record this assignment of U.S. Patent No. 7,037,164 and U.S. Trademark Reg. No. 2,833,332 with the United States Patent and Trademark Office.
4. *Consent and Quitclaim* – Assignor consents to the manufacture by Assignee of toy products similar to the product depicted below and, to the extent that Assignor may own other intellectual property rights, agrees not to assert any claim against Assignee based on any other intellectual property right owned by Assignor to prevent or interfere with the manufacture, distribution, and sale of such toy products.



Sky Blaster Toy Product

Agreed:

XRT, INC

Signature: _____

Printed Name: David Silverglate

Title: CEO

Date: April 25, 2018

Aeromax Industries, Inc.

Signature: _____

Printed Name: Mark Levine

Title: President

Date: 4-23-18