

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM483901

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900457607

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Duracell US Operations, Inc.		05/15/2018	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Sapphire Multinational Group, Inc.
<b>Street Address:</b>	200 Smith Way
<b>City:</b>	Canton
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06019
<b>Entity Type:</b>	Corporation: CONNECTICUT

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2237427	CLIP 'N LITE
Registration Number:	1715454	FIREFIGHTERS CHOICE
Registration Number:	1723566	GARRITY
Registration Number:	2412934	G-TECH
Registration Number:	2990898	I BEAM
Registration Number:	1990757	TOUCH N' LITE
Registration Number:	1488305	TUFF LITE
Registration Number:	1808430	VALUE LITE

## CORRESPONDENCE DATA

Fax Number: 3124740448

*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.*

Phone: 312-474-6300

Email: cnoble@marshallip.com

Correspondent Name: Richard M. LaBarge

Address Line 1: 233 SOUTH WACKER DR.

Address Line 2: SUITE 6300

Address Line 4: CHICAGO, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 32549/60009

<b>NAME OF SUBMITTER:</b>	Richard M. LaBarge
<b>SIGNATURE:</b>	/rmlabarge/
<b>DATE SIGNED:</b>	07/30/2018
<b>Total Attachments: 5</b> source=Recorded_Agreement#page1.tif source=Recorded_Agreement#page2.tif source=Recorded_Agreement#page3.tif source=Recorded_Agreement#page4.tif source=Recorded_Agreement#page5.tif	

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), dated May 15, 2018 ~~as of March ---, 2017~~, by and between Duracell US Operations, Inc., a Delaware corporation (the "Assignor") and Sapphire Multinational Group, Inc., a Connecticut corporation (the "Assignee"). All capitalized terms used herein that are not otherwise defined shall have the same meaning as in the Asset Purchase Agreement by and among Assignor and Assignee, dated as ~~March ---, 2017~~ (the "APA").

May 15, 2018

**RECITALS**

WHEREAS, this Agreement is entered into by Assignor and Assignee pursuant to the APA;

WHEREAS, Assignor wishes to assign to the Assignee, and the Assignee wishes to accept, the assignment of all of Assignor's right, title and interest in and to the Purchased IP rights subject to the APA, which includes, but is not limited to, the Purchased IP listed on **Exhibit A** hereto (which lists the Purchased IP identified Exhibit 1 of the APA); and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**Section 1. Assignment of the Trademarks.**

1.1 Assignor hereby assigns and transfers to Assignee, and Assignee hereby receives, acquires and accepts, all of Assignor's right, title and worldwide interest, in and to the trademarks and trademark application listed on Exhibit A (the "Trademarks"), including (i) all of the goodwill associated or connected with the use of, and symbolized by, the Trademarks, (ii) all registrations obtained by Assignor for the Trademarks including all extensions and renewals thereof, (iii) the right to file any document to maintain the Trademarks and any associated registrations, (iv) all common law trademark and trade name rights in the Trademarks, (v) the right to file applications for registration of the Trademarks worldwide, and (vi) the right to sue for past, present and future infringement, dilution or other violation of the Trademarks and collect and retain all damages, settlements and proceeds recovered therefrom; and all rights corresponding with any of the foregoing throughout the world.

1.2 Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and all other corresponding entities or agencies in any applicable government or foreign countries, to record Assignee as the owner of the Trademarks.

**Section 2. Conflicts.** In the event of any conflict between this Agreement and the APA, the provisions of the APA shall prevail.

**Section 3. Amendments and Waiver.** No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the parties hereto and acknowledged and agreed in writing by the Parties. No waiver by any party hereto of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty

Error! Unknown document property name.

or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

**Section 4. Assignment; Parties in Interest.** Neither this Agreement nor any of the rights, duties or obligations of either party may be assigned or delegated by either party hereto except with the prior written consent of Assignor and the Assignee. Nothing in this Agreement shall confer upon any Person not a party to this Agreement (other than an assignee permitted pursuant hereto) any rights or remedies of any nature or kind whatsoever under or by reason of this Agreement.

**Section 5. Counterparts.** This Agreement may be executed in one or more counterparts (including by facsimile or other electronic method), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**Section 6. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to any choice of law or conflicting provision or rule that would cause the laws of any jurisdiction other than the State of Illinois to be applied. In furtherance of the foregoing, laws of the State of Illinois will control the interpretation and construction of this Agreement, even if under such jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

**Section 7. Specific Performance.** The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement or any other agreements contemplated hereby were not performed in accordance with the terms hereof. Accordingly, the parties agree that, in addition to all other remedies available to the parties at law or in equity, each of them shall be entitled to injunctive relief to prevent breaches of the terms of this Agreement and to specific performance of the terms hereof.

**Section 8. Notices.** All notices, requests, demands, claims, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by nationally recognized overnight courier (fees prepaid), to the parties hereto at the following respective addresses (or at such other address for any such party as shall be specified by like notice): (i) in the case of Assignor, at Duracell US Operations, Inc., 14 Research Drive Bethel, CT 06801; and (ii) in the case of the Assignee, at Sapphire Multinational Group, Inc., 200 Smith Way, Canton, CT 06019. All such notices and other communications shall be deemed to have been given and received (a) in the case of personal delivery, on the date of such delivery and (b) in the case of delivery by nationally recognized overnight courier, on the third business day following dispatch.

**Section 9. Severability.** It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the Laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions

of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**ASSIGNOR**

Duracel Operations, Inc.

By: 

Title: Chief Legal Officer

**ASSIGNEE**

Sapphire International Group, Inc.

By: 

Title: CEO

*[Signature Page to Intellectual Property Assignment Agreement]*

Exhibit A

Trademarks

CM#	Trademark	Jurisdiction	Class	Status	App No.	Filed	Reg No.	Reg Date
32549/60009	CLIP 'N LITE	United States of America	11	Registered	75/252,321	3/4/1997	237,427	4/6/1999
32549/60 78	FIREFIGHTERS CHOICE	United States of America	11	Registered	74/ 38,891	1/21/1992	1,715,454	9/15/1992
32549/60182	GARRITY	United States of America	11	Registered	74/173,716	6/7/1991	1,723,566	10/13/1992
32549/60182	GARRITY	Canada	11	Allowed Declaration due by 3/25/2018	1720937	3/25/2015	--	
32549/60183	GARRITY	Canada	11	Allowed Declaration due by 3/25/2018	1720942	3/25/2015		
32549/60189	G-TECH	United States of America	11	Registered	75/568,094	10/9/1998	2,412,934	12/12/2000
32549/60203	I BEAM	United States of America	11	Registered	76/431,646	6/28/2002	2,990,898	9/6/2005
32549/60293	TOUCH 'N LITE	United States of America	11	Registered	74/601,988	1/22/1994	1,990,757	8/6/1996
32549/60298	TUFF LITE	United States of America	11	Registered	73/683,733	9/11/1987	1,488,305	5/17/1988
32549/60307	VALUE LITE	United States of America	11	Registered	74/299	7/29/1992	1,808,430	11/30/1993
32549/60308	VALU-LITE	Canada	11	Abandoned	543676	6/12/1985	TMA320385	11/7/1986