

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489314

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESTES-COX CORP.		04/11/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ESTES INDUSTRIES, LLC		
Street Address:	1295 H Street		
City:	Penrose		
State/Country:	COLORADO		
Postal Code:	81240		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Serial Number:	86737494	PROTO X	
Registration Number:	0921049	ESTES	
Registration Number:	1086533	WINGS	
Registration Number:	1131659	COX HOBBIES	
Registration Number:	1174390	EAGLE	
Registration Number:	1492994	ELECTRON BEAM	
Registration Number:	1491348	SIZZLER	
Registration Number:	1491346	SCREAMING EAGLE	
Registration Number:	1491347	ALPHA III	
Registration Number:	1492404	ASTROCAM	
Registration Number:	1495958	BLAST-OFF	
Registration Number:	1492409	PORTA-PAD	
Registration Number:	1508384	X-15	
Registration Number:	1510280	E-Z FLYERS	
Registration Number:	1754052	E2X	
Registration Number:	2116170	BIG BERTHA	
Registration Number:	2156334	FLASH	
Registration Number:	2356848	ALPHA	
Registration Number:	2729944	HI-FLIER	

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Property Type	Number	Word Mark
Registration Number:	2805392	NO. 2 ESTES SKY WRITER
Registration Number:	2873421	ESTES
Registration Number:	3024077	ESTES
Registration Number:	3059270	ESTES
Registration Number:	3140436	E-Z LAUNCH
Registration Number:	3857286	PHOENIX BIRD
Registration Number:	4339076	CENTURI
Registration Number:	4782119	ODYSSEY

CORRESPONDENCE DATA

Fax Number: 6173957070
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: 6173957019
Email: ALHTrademarks@LALaw.com
Correspondent Name: Ann Lamport Hammitte
Address Line 1: One Main Street
Address Line 2: LANDO & ANASTASI, LLP
Address Line 4: Cambridge, MASSACHUSETTS 02142

NAME OF SUBMITTER:	Ann Lamport Hammitte
SIGNATURE:	//alh//
DATE SIGNED:	09/10/2018

Total Attachments: 8
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated April 12, 2018 (the "Effective Date"), is made by and between **ESTES-COX CORP.**, a Delaware corporation, with an address at c/o Hobbico, Inc., 2904 Research Road, Champaign, Illinois 61822 ("Assignor") and **ESTES INDUSTRIES, LLC**, a Delaware limited liability company, with an address at 13111 Moss Ranch Lane, Fairfax, Virginia 22033 ("Assignee"). Assignor and Assignee agree as follows:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of March 23, 2018, between Assignor and Assignee (as amended, the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign and transfer to Assignee all of Assignor's right, title and interest in the trademarks identified in Schedule A (collectively, the "Trademarks");

WHEREAS, Assignee desires to acquire the Trademarks together with the goodwill symbolized by the Trademarks; and

WHEREAS, Assignor desires to convey, transfer, assign, and deliver to Assignee all of its right, title, and interest in and to the Trademarks and all goodwill associated therewith, as well as that portion of Assignor's business to which the Trademarks pertain.

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree and acknowledge as follows:

1. Assignor hereby conveys, transfers and assigns to Assignee all of Assignor's rights, titles, and interests of whatever kind in and to the Trademarks and all goodwill associated therewith, worldwide as well as that portion of Assignor's business to which the Trademarks pertain.
2. Assignor's assignment, transfer and conveyance to Assignee of Assignor's rights in and to the Trademarks, as well as the goodwill associated therewith, shall include, without limitation, all rights that may now be vested in or controlled by Assignor, together with all national, foreign and state registrations, applications for registration and renewals and extensions thereof and all common law rights; all goodwill associated therewith; and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such applications, registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the Trademarks; and to settle and retain proceeds from any such actions), and any and all of Assignor's other right, title and interest of every kind and nature whatsoever in and to the foregoing.
3. Assignor further agrees that, without further consideration, it will cause to be performed such other lawful acts, and to be executed such further assignments and other lawful documents, as Assignee and its successors and assigns may, from time to time, reasonably request to effect

fully this Assignment, perfect Assignee's ownership rights, and permit Assignee to be duly recorded as the registered owner of the Trademarks in the United States and worldwide, provided that all costs associated with the performance of such action and preparation and execution of such documentation shall be borne entirely by Assignee. If Assignor fails, refuses, is unavailable, or, despite Assignee's reasonable efforts, cannot be located to execute such documents, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf solely to execute such documents or papers with the same legal force and effect as if executed by Assignor.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the rules of conflict of laws of the State of Delaware or any other jurisdiction. Each of the parties hereto irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Assignment and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in the Bankruptcy Court), and waives any objection to the laying of venue of any such litigation in the Bankruptcy Court.

5. Capitalized terms not defined herein shall have the meanings set forth in the Asset Purchase Agreement. Notwithstanding anything herein to the contrary, to the extent that any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge or affect the rights of any party under the Purchase Agreement.

6. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their successors and assigns.

7. This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Assignment by facsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Assignment. Any party delivering an executed counterpart of this Assignment by facsimile or other electronic method of transmission shall also promptly deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Assignment.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Assignee:

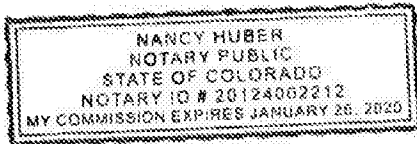
ESTES INDUSTRIES, LLC, a Delaware limited liability company

By: *R. Langford*
Name: Robert Ellis Langford
Title: Manager

On this 11th day of April 2018 before me personally appeared Robert Ellis Langford, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ESTES INDUSTRIES, LLC, who being by me duly sworn did depose and say that he is the authorized manager of said company and that he acknowledged said instrument to be the free act and deed of said company.

Nancy Huber
Notary Public

{seal}



Assignor:

ESTES-COX CORP., a Delaware
corporation

By: Thomas O'Donoghue
Name: Thomas O'Donoghue
Title: Chief Restructuring Officer

On this 11th day of April 2018 before me personally appeared Thomas O'Donoghue who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ESTES-COX CORP. who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

Diane M. Fall
Notary Public

[Seal]



SCHEDULE A
Trademarks

Trademark	Country Name	Application. No./ Filing Date	Reg. No./ Reg. Date
1406 ALPHA III	Canada	1136768 09-Apr-2002	TMA638893 03-May-2005
ALPHA	United States of America	75/578600 28-Oct-1998	2356848 13-Jun-2000
ALPHA III	United States of America	73/693757 05-Nov-1987	1491347 07-Jun-1988
ASTROCAM	United States of America	73/693759 05-Nov-1987	1492404 14-Jun-1988
BIG BERTHA	United States of America	75/204296 26-Nov-1996	2116170 25-Nov-1997
BLAST-OFF	United States of America	73/694014 06-Nov-1987	1495958 12-Jul-1988
CENTURI	United States of America	85/014440 15-Apr-2010	4339076 21-May-2013
COX HOBBIES	United States of America	73/093885 19-Jul-1976	1131659 11-Mar-1980
E2X	United States of America	74/291414 02-Jul-1992	1754052 23-Feb-1993
EAGLE	United States of America	73/265588 09-Jun-1980	1174390 20-Oct-1981
ELECTRON BEAM	United States of America	73/693704 05-Nov-1987	1492994 21-Jun-1988
ESTES	Canada	430278 27-Sep-1978	TMA245209 23-May-1980
ESTES	Denmark	VA 092671990 04-Dec-1990	VR 112941992 11-Dec-1992
ESTES	European Community	000159004 01-Apr-1996	000159004 07-Jan-1999
ESTES	Germany	C26962 07-Feb-1978	990641 19-Sep-1979
ESTES	India	2132243 19-Apr-2011	2132243 08-Mar-2013
ESTES	Ireland	90/4712 09-Aug-1990	139600 10-Mar-1993
ESTES	Japan	M62-088936 15-Aug-1987	2278325 31-Oct-1990
ESTES	Korea	40-2008-16613 04-Apr-2008	40-0779366 12-Feb-2009
ESTES	Korea	40-2008-16614 04-Apr-2008	40-0799367 12-Feb-2009
ESTES	Norway	906478 10-Dec-1990	152674 08-Oct-1992
ESTES	Singapore	S5292/90 26-Jul-1990	T9005292A 26-Jul-1990
ESTES	Singapore	S5293/90 26-Jul-1990	T9005293Z 26-Jul-1990
ESTES	Switzerland	5859/1990 06-Aug-1990	384072 06-Aug-1990

Trademark	Country Name	Application. No./ Filing Date	Reg. No./ Reg. Date
ESTES	Taiwan	103006213 05-Feb-2014	1669661 01-Oct-2014
ESTES	United States of America	76/459508 21-Oct-2002	3059270 14-Feb-2006
ESTES	United States of America	72/338653 23-Sep-1969	921049 28-Sep-1971
ESTES and Design 	Australia	957425 12-Jun-2003	957425 17-Dec-2003
ESTES and Design 	Australia	486583 06-May-1988	486583 15-Jan-1990
ESTES and Design 	Australia	484739 06-Apr-1988	484739 15-Jan-1990
ESTES and Design 	Canada	1182291 20-Jun-2003	TMA646516 24-Aug-2005
ESTES and Design 	China	9878947 23-Aug-2011	9878947 20-Nov-2012
ESTES and Design 	European Community	003206059 16-Jun-2003	003206059 08-Oct-2004
ESTES and Design 	France	920548 14-Apr-1988	1460435
ESTES and Design 	Hong Kong	14-May-1998	199907205AA 09-Jun-1999
ESTES and Design 	India	2132244 19-Apr-2011	2132244 08-Mar-2013
ESTES and Design 	Italy	40852-C/88 24-May-1988	1297196 11-Oct-1989
ESTES and Design 	Japan	S62-043476 20-Apr-1987	2284659 30-Nov-1990
ESTES and Design 	Korea	2008-0016611 04-Apr-2008	40-0779364 12-Feb-2009
ESTES and Design 	Korea	2008-0016612 04-Apr-2008	40-0779365 12-Feb-2009

Trademark	Country Name	Application. No./ Filing Date	Reg. No./ Reg. Date
ESTES and Design 	Mexico	45493 15-Jul-1988	359681 22-Feb-1989
ESTES and Design 	South Africa	2003-10028 18-Jun-2003	2003/10028 20-Feb-2008
ESTES and Design 	South Africa	2003/10029 18-Jun-2003	2003/10029 20-Feb-2008
ESTES and Design 	Taiwan	103006214 05-Feb-2014	01669662 01-Oct-2014
ESTES and Design 	Thailand	1041300 16-May-2016	
ESTES and Design 	United States of America	76/477639 20-Dec-2002	2873421 17-Aug-2004
ESTES and Design 	United States of America	76/459510 21-Oct-2002	3024077 06-Dec-2005
E-Z FLYERS	Canada	0639141 23-Aug-1989	TMA374295 12-Oct-1990
E-Z FLYERS	United States of America	73/7177716 21-Mar-1988	1510280 25-Oct-1988
E-Z LAUNCH	United States of America	78/585281 11-Mar-2005	3140436 05-Sep-2006
FLASH	United States of America	75/204625 26-Nov-1996	2156334 12-May-1998
HI-FLIER	United States of America	76/201871 30-Jan-2001	2729944 24-Jun-2003
NO. 2 ESTES SKY WRITER	United States of America	76/294027 02-Aug-2001	2805392 13-Jan-2004
ODYSSEY	United States of America	77/479457 20-May-2008	4782119 28-Jul-2015
PHOENIX BIRD	United States of America	77/434363 28-Mar-2008	3857286 05-Oct-2010
PORTA-PAD	United States of America	73/694036 06-Nov-1987	1492409 14-Jun-1988
PROTO X	Bolivia	SM00674-2016 12-Feb-2016	168403-C 13-Sep-2016
PROTO X	Bolivia	SM00672-2016 12-Feb-2016	168401-C 13-Sep-2016
PROTO X	Bolivia	SM00673-2016 12-Feb-2016	168402-C 13-Sep-2016
PROTO X	Brazil	910666741 23-Feb-2016	
PROTO X	Brazil	910666725 23-Feb-2016	

Trademark	Country Name	Application. No./ Filing Date	Reg. No./ Reg. Date
PROTO X	Brazil	910666660 23-Feb-2016	
PROTO X	Chile	1192518 22-Feb-2016	1217843 23-Aug-2016
PROTO X	Chile	1192517 22-Feb-2016	1228176 22-Nov-2016
PROTO X	Chile	1192516 22-Feb-2016	1228175 22-Nov-2016
PROTO X	Mexico	1711534 09-Feb-2016	1639407 16-May-2016
PROTO X	Mexico	1711535 09-Feb-2016	1639408 16-May-2016
PROTO X	Paraguay	1605417 08-Feb-2016	
PROTO X	Paraguay	1605419 08-Feb-2016	
PROTO X	Paraguay	1605418 08-Feb-2016	
PROTO X	United States of America	86/737494 26-Aug-2015	
SCREAMING EAGLE	United States of America	73/693705 05-Nov-1987	1491346 07-Jun-1988
SIZZLER	Australia	801557 26-Jul-1999	801557 17-Nov-2000
SIZZLER	Canada	1023477 23-Jul-1999	TMA553258 02-Nov-2001
SIZZLER	European Community	001250398 22-Jul-1999	001250398 26-Sep-2000
SIZZLER	United States of America	73/693761 05-Nov-1987	1491348 07-Jun-1988
TEE DEE	Canada	639134 23-Aug-1989	TMA374294 12-Oct-1990
WINGS (stylized) WINGS	United States of America	73/137106 10-Aug-1977	1086533 28-Feb-1978
X-15	United States of America	73/693869 06-Nov-1987	1508384 11-Oct-1988

Trade Names and Unregistered Trademarks

Estes Industries

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