

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494162

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
M J Industries, INC.		05/24/2018	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Aurora Storage Products, INC.		
Street Address:	600 S. Lake St.		
City:	Aurora		
State/Country:	ILLINOIS		
Postal Code:	60506		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3547389	SYSTEM 30	
Serial Number:	87645157	SYSTEM 30	
Registration Number:	3753924	ESCALOOK	
Registration Number:	3895912	FOCUSTACK HD	
Registration Number:	3766234	TOP SHELF SOLUTIONS FOR TODAY'S LIBRARIE	
CORRESPONDENCE DATA			
Fax Number:	6306659404		
<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:	630-665-9404		
Email:	tmdocket@ericksonlawgroup.com		
Correspondent Name:	ERICKSON LAW GROUP, PC		
Address Line 1:	1749 S NAPERVILLE RD., Suite 202		
Address Line 4:	WHEATON, ILLINOIS 60189-5892		
NAME OF SUBMITTER:	Eric R. Waltmire		
SIGNATURE:	/Eric R. Waltmire/		
DATE SIGNED:	10/16/2018		
Total Attachments: 7			
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Amendment to Trademark and Patent Assignment

This is an amendment ("Amendment") to the Trademark and Patent Assignment between Aurora Storage Products, Inc., a Delaware corporation, ("Assignee"), and MJ Industries, Inc., a Massachusetts corporation ("Assignor") (collectively "Parties") which has an effective date of May 24, 2018, which is attached as Exhibit 1 ("Assignment").

The Assignment sought to assign certain patents and trademarks. The Parties have identified certain items in the Assignment that the Parties desire to correct or otherwise change. Therefore, the Parties desire to carry out such corrections or changes by this Amendment.

For good and valuable consideration the Parties hereby agree, effective *nunc pro tunc* as of May 24, 2018, that Assignment is amended as follows:

1. The Assignor is MJ Industries, Inc., a Massachusetts corporation;
2. The US trademark registration number for the SYSTEM 30 trademark is changed to 3,547,389;
3. The following trademark application is added to Exhibit A: U.S. Trademark Application No. 87/645157 for the mark SYSTEM 30; and,
4. The reference to "FOCUSTACK" is changed to "FOCUSTACK HD".

The Parties acknowledge that "MJ Industries" and "MJ Industries, Inc." are tradenames of the Assignor and that by referencing such tradenames in the Assignment the Parties intended to reference the Assignor.

The Parties cause this Amendment to be executed by their authorized signature below.



MJ INDUSTRIES, INC.,	AURORA STORAGE PRODUCTS, INC.,
By: 	By: 
Name: <u>Barry M. Epps</u>	Name: <u>Robert J. McMurphy</u>
Title: <u>President</u>	Title: <u>PRESIDENT</u>
Date: _____	Date: <u>10-16-18</u>

Exhibit 1

TRADEMARK AND PATENT ASSIGNMENT

THIS TRADEMARK AND PATENT ASSIGNMENT (this "Assignment"), dated effective as of this 24th day of May, 2018 (the "Effective Date"), is by and between Aurora Storage Products, Inc., a Delaware corporation, ("Assignee"), and MJ Industries, Inc., a Massachusetts corporation ("Assignor").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignee and Assignor (the "**Purchase Agreement**"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to assign to Assignee Assignor's right, title and interest in and to certain Intellectual Property assets including, without limitation, the Assigned Trademarks and Patents (as defined below) and Assignee is desirous of acquiring such Assigned Trademarks and Patents.

NOW, THEREFORE, for other good and valuable consideration associated herewith, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

AGREEMENT

1. Assignment of Trademarks and Patents. Effective as of the Effective Date, Assignor hereby irrevocably assigns, transfers, and conveys to Assignee all of Assignor's right, title and interest in, to and under the trademarks and patents set forth on Exhibit A attached hereto and hereby incorporated by reference herein, together with the goodwill of the business associated therewith or symbolized thereby, and any and all common law rights, world-wide rights and other applications and registrations therefor owned by Assignor together with the goodwill of the business associated therewith or symbolized thereby, (the "**Assigned Trademarks and Patents**"), including, but not limited to, the right to sue and collect damages for any past or future infringements of the Assigned Trademarks and Patents. Subject to Section 2 below, Assignor shall execute and deliver or shall cause to be executed and delivered all such transfers, assignments, conveyances, powers of attorney, assurances or any other documents necessary to confirm, effectuate or record the assignment granted herein.
2. Filing and Recording of Instruments of Transfer. Assignee shall be responsible to file and record any and all documents of conveyance as may be necessary to vest in Assignee as a matter of public record all of the Assigned Trademarks and Patents.
3. Appointment. Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorney or attorneys in fact of Assignor, with full power of substitution, for it and in its name and stead or otherwise, to institute and prosecute from time to time, any proceedings at law, in equity, or otherwise, that Assignee, or its

successors or assigns, may reasonably deem proper in order to assert or enforce any claim, right, or title of any kind in and to the Assigned Trademarks and Patents, and to defend and compromise any and all actions, suits, or proceedings in respect of any of the foregoing, and generally to do any and all such acts and things in relation thereto as Assignee, or its successors or assigns, shall reasonably deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. Assignor declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by Assignor.

4. Governing Agreement. This Assignment is expressly made subject to the terms and provisions of the Purchase Agreement. The delivery of this Assignment shall not affect, alter, enlarge, diminish or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms or provisions of the Purchase Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms and provisions contained in the Purchase Agreement shall survive the delivery of this Assignment to the extent, and in the manner, set forth in the Purchase Agreement. In the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.
5. Miscellaneous. This Assignment shall be governed, construed, and enforced in accordance with the laws of the State of Illinois, without regard to any state's choice of laws to the contrary. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Assignment may be executed in two (2) counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. Facsimile copies of any signature to this Assignment shall be deemed an original signature hereto.

[Signature Page Follows]

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

"ASSIGNOR"

MJ INDUSTRIES, INC.

By: Barry Enos

Name: Barry Enos

Title: President and Secretary

"ASSIGNEE"

AURORA STORAGE PRODUCTS, INC.

By: _____

Name: Scott Patrick

Title: CFO/Vice-President and Secretary

[Signature Page to Trademark Assignment]

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

"ASSIGNOR"

MJ INDUSTRIES, INC.


By: _____

Name: Barry Enos

Title: President and Secretary

"ASSIGNEE"

AURORA STORAGE PRODUCTS, INC.

By: 

Name: Scott Patrick

Title: CFO/Vice-President and Secretary

[Signature Page to Trademark Assignment]

TRADEMARK

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Exhibit A

ASSIGNED TRADEMARKS

Patent

Patent No.: US 6,223,916 B1 Shelving Crossbar Retainer and Assembly and Method for Fixing a Crossbar to a Post

Trademarks

SYSTEM 30: US TM Reg. 3,753,924

ESCALOOK: US TM Reg. 3,753,924

FOCUSTACK: US TM Reg. 3,895,912

TOP SHELF SOLUTIONS FOR TODAY'S LIBRARIES. US TM Reg. 3,766,234

[Exhibit A --Assigned Trademarks --Trademark Assignment]