

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM505833

<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>
Shroeder Industries, Inc.		10/12/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cleland Sales Corporation		
<b>Street Address:</b>	11051 Via El Mercado		
<b>City:</b>	Los Alamitos		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90720		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2473581	STARLINE	
<b>Registration Number:</b>	5045073	STARLINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9492538358		
<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>	949-943-8300		
<b>Email:</b>	tlightman@fishiplaw.com		
<b>Correspondent Name:</b>	FISH IP LAW, LLP		
<b>Address Line 1:</b>	2603 Main Street, Suite 1000		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>NAME OF SUBMITTER:</b>	Robert D. Fish		
<b>SIGNATURE:</b>	/Robert D. Fish/		
<b>DATE SIGNED:</b>	01/14/2019		
<b>Total Attachments: 2</b>			
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## ASSIGNMENT AND LICENSE BACK AGREEMENT

This Assignment and License Back Agreement ("Assignment") is by and between Schroeder Industries, Inc. ("Schroeder"), a Texas corporation, with its principal place of business at 3248 Northwestern Dr., San Antonio TX 78238, (referred to hereinafter as "Schroeder"), and Cleland Sales Corporation ("Cleland"), a California corporation with its principal place of business at 11051 Via El Mercado, Los Alamitos, CA 90720 (referred to hereinafter as "Cleland"). Each of Schroeder and Cleland is referred to herein from time to time as a Party, and Schroeder and Cleland are collectively referred to herein from time to time as the "Parties".

**WHEREAS** Schroeder holds rights, title and interest to the Starline trade name, trademarks and trade dress, whether or not registered with the United States Patent and Trademark Office ("USPTO"), and U.S. Trademark Registration Nos. 2,473,581 for STARLINE & Design, and 5,045,073 for STARLINE, which along with all of the goodwill attendant thereto is referred to herein from time to time as the "Starline Marks".

**WHEREAS** Schroeder desires to convey, and Cleland desires to acquire, whatever right, title and interest that Schroeder currently possesses, in, to, and under the Starline Marks.

**WHEREAS** the Parties are concurrently entering into a Settlement Agreement under which Schroeder is to have exclusive use of the Starline Marks for the duration of a Transition Period as identified in the Settlement Agreement.

**NOW, THEREFORE**, in consideration of the Parties' respective rights and duties set forth in the Settlement Agreement:

(a) Schroeder hereby sells, assigns, transfers and sets over unto Cleland, its successors and assigns, whatever title, right and interest in and to the Starline Marks that Schroeder possesses as of the Effective date of the Settlement Agreement; and

(b) Cleland hereby grants to Schroeder, for the duration of the Transition Period that ends on March 31, 2019, a non-assignable, exclusive, worldwide, royalty-free license to use the Starline Marks pursuant to the terms of the Settlement Agreement. The license to use the Starline Marks expires after March 31, 2019.

Schroeder hereby warrants that Schroeder has made no assignment, sale, agreement or encumbrance that has been made or entered into that would conflict with this Assignment.

Schroeder further covenants that Cleland will, upon its reasonable written request, be provided promptly with all pertinent facts and documents which are not available online at the US Trademark Office relating to said Starline Marks, including the trademark registrations listed above, and will execute and deliver to Cleland or its legal representatives any and all papers, instruments or affidavits under its control, that are reasonably necessary to apply for, obtain, maintain, issue, and enforce said Starline Marks, which may be reasonably necessary or desirable to carry out the purposes of this assignment.

Schroeder and Cleland each covenant to perform all other acts and execute and deliver all other documents as may be reasonably necessary to carry out the intent and purposes of this assignment.

Except for the Settlement Agreement between the Parties referenced above, this Assignment embodies the entire understanding of Schroeder and Cleland and supersedes and replaces any and all pre-existing assignments or understandings between Schroeder and Cleland with respect to ownership and/or licensing of the Starline Marks. No amendment or modification of this assignment shall be valid or binding upon Schroeder or Cleland unless made in writing and signed on behalf of each of Schroeder and Cleland by their respective duly authorized representatives.

Schroeder acknowledges that, after the Effective Date of the Settlement Agreement between the Parties referenced above, Cleland may appoint any attorney or practitioner of Cleland's choice to prosecute any application or other legal proceeding involving the Starline Marks. Schroeder and Cleland agree that any attorney or practitioner so appointed by Cleland does not represent Schroeder, and that such appointment by Cleland does not create any attorney-client relationship between Schroeder and any attorney or practitioner appointed by Cleland.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**EXECUTED**

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment identified as Exhibit B to the Settlement Agreement, effective as of the Effective Date of the Settlement Agreement:

CLELAND SALES CORPORATION  
Cleland/Assignee/Licensor

SCHROEDER INDUSTRIES, INC.  
Schroeder/Assignor/Licensee

By: James M. Cleland  
Print Name: James M. Cleland  
Title: President  
Date: Oct, 12, 2018

By: [Signature]  
Print Name: DARREN SIMMONS  
Title: CEO  
Date: 10.12.2018