

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507348

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Line Dragon, LLC		01/15/2019	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Somero Enterprises, Inc.		
Street Address:	14530 Global Parkway		
City:	Fort Meyers		
State/Country:	WASHINGTON		
Postal Code:	33913		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4703276	LINE DRAGON	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademark@honigman.com		
Correspondent Name:	Kelley N. Goldberg		
Address Line 1:	Honigman LLP		
Address Line 2:	39400 Woodward Avenue, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304-5151		
ATTORNEY DOCKET NUMBER:	265177-444556		
NAME OF SUBMITTER:	Kelley N. Goldberg		
SIGNATURE:	/Kelley N. Goldberg/		
DATE SIGNED:	01/25/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment”) dated as of January 15, 2019, is made by and between Line Dragon, LLC (“Assignor”), a Pennsylvania limited liability company and the registrant and owner of United States Trademark Registration No. 4,703,276 (“the ‘276 Trademark”), in favor of Somero Enterprises, Inc. (“Assignee”), a Delaware corporation, the purchaser of certain assets pursuant to the Asset Purchase Agreement between Assignee, on the one hand, and Assignor and Daniel R. Stoltzfus, on the other, dated as of January 15, 2019 (the “Asset Purchase Agreement”). The term “Party” shall mean either Assignor or Assignee and the term “Parties” shall mean both Assignor and Assignee.

RECITALS

WHEREAS, under the terms of the Asset Purchase Agreement, Line Dragon has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property rights, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, in accordance with the Asset Purchase Agreement and in consideration of the promises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Assignment**. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (the “Assigned Trademark”):

(a) The ‘276 Trademark, together with that portion of Assignor’s business connected with the use of and symbolized by the ‘276 Trademark and all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, and all registrations that have been granted thereon;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(d) the right to register, prosecute, maintain and defend the ‘276 Trademark before any public or private agency, office or registrar, the right to sue and recover damages for all causes of action (either in law or in equity) including for past, present and future infringement and dilution of the Trademark; and

(e) all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, including rights to insurance

proceeds (regardless of whether such rights are currently exercisable) related to the '276 Trademark.

The assignments contemplated herein are meant to be absolute assignments and not by way of security.

2. **Recordation and Further Assurances.** Assignor hereby authorizes the Commissioner of Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor's right, title and interest in, to and under the Assigned Trademark and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications. Assignor further agrees, at no cost to Assignor, to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation, and otherwise agrees to assist Assignee, its successors and assigns as reasonably requested by Assignee to effect the terms of this Trademark Assignment.


3. **Terms of the Purchase Agreement.** The Parties acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademark. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. **Miscellaneous.** This Trademark Assignment may not be amended, modified, waived, or terminated except in a writing signed by the Parties. This Trademark Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Trademark Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of Florida, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws. This Trademark Assignment may be executed by facsimile, scanned and emailed or other electronic signatures and in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the date first written above.

“ASSIGNOR”
LINE DRAGON, LLC

By:  _____

Name: Daniel R. Stoltzfus

Title: Manager

“ASSIGNEE”
SOMERO ENTERPRISES, INC.

By: _____

Name: John Yuncza

Title: Chief Financial Office

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the date first written above.

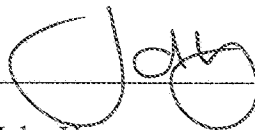
"ASSIGNOR"
LINE DRAGON LLC

By: _____

Name: Daniel R. Stoltzfus

Title: Managing Member

"ASSIGNEE"
SOMERO ENTERPRISES, INC.

By:  _____

Name: John Yuncza

Title: Chief Financial Officer