

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520964

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kinetic Contours, Inc.		04/23/2019	Corporation: KANSAS
RECEIVING PARTY DATA			
Name:	Knit-Rite, Inc.		
Street Address:	120 Osage Avenue		
City:	Kansas City		
State/Country:	KANSAS		
Postal Code:	66105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3087374	POWER BELT	
Registration Number:	4617410	POWER PULL	
CORRESPONDENCE DATA			
Fax Number:	9136479057		
<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:	913-647-9050		
Email:	cdw@hoveywilliams.com		
Correspondent Name:	Andrew G. Colombo/Hovey Williams LLP		
Address Line 1:	10801 Mastin Blvd.		
Address Line 2:	Suite 1000		
Address Line 4:	Overland Park, KANSAS 66210		
NAME OF SUBMITTER:	Andrew G. Colombo		
SIGNATURE:	/Andrew G. Colombo/		
DATE SIGNED:	04/26/2019		
Total Attachments: 3			
source=1291614_1#page1.tif			
source=1291614_1#page2.tif			
source=1291614_1#page3.tif			

CH \$65.00 3087374

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of April 23, 2019, is made by Kinetic Contours, Inc., a Kansas corporation (“**Seller**”), in favor of Knit-Rite, Inc., a Delaware corporation (“**Buyer**”), pursuant to the terms and provisions of the Purchase Agreement (as defined below). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement.

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which Seller has agreed to sell the Assets to Buyer, including the Trademarks (defined below); and

WHEREAS, in order to effectuate Seller’s assignment to Buyer of its entire worldwide right, title, and interest in and to the Trademarks, Seller is executing this Trademark Assignment.

NOW, THEREFORE, in view of the good and valuable consideration payable by Buyer to Seller pursuant to the Purchase Agreement, and the mutual promises, covenants, and undertakings set forth herein and therein, the value, receipt, and sufficiency of which are hereby acknowledged, Seller agrees as follows:

1. Assignment. Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller’s right, title, and interest in and to the following (the “**Trademarks**”): (a) the trademark registrations set forth on **SCHEDULE 1** hereto and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; (b) all rights of any kind whatsoever of Seller 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; and (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Trademarks to Buyer, or any assignee or successor thereto.


3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement. The terms of the Purchase Agreement, including without limitation the representations, warranties, covenants, agreements, and indemnities contained therein, 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Electronic Signatures. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment and shall bind Seller to this Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

Kinetic Contours, Inc.

By: 
Mark W. L. Smith, President

SCHEDULE 1

Trademarks

Mark	Jurisdiction	Registration Number
POWER BELT	United States	3087374
POWER PULL	United States	4617410