

900493116 04/08/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM517917

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Xceldyne, <i>LLC</i>		04/01/2019	Corporation: NORTH CAROLINA <i>LLC</i>

RECEIVING PARTY DATA	
Name:	Cycra, <i>INC</i>
Street Address:	15 High Tech Blvd
City:	Thomasville
State/Country:	NORTH CAROLINA
Postal Code:	27360
Entity Type:	Corporation: NORTH CAROLINA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2401347	CYCRA

CORRESPONDENCE DATA	
Fax Number:	3364642599
<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:	336-638-1789
Email:	ryan@luftlaw.com
Correspondent Name:	Ryan Luft
Address Line 1:	3125 Kathleen Ave. #116
Address Line 4:	Greensboro, NORTH CAROLINA 27408

NAME OF SUBMITTER:	Ryan S. Luft
SIGNATURE:	s /Ryan S. Luft/
DATE SIGNED:	04/08/2019

Total Attachments: 4
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OP: \$40.00 2401347

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of April 1, 2019, is between XCELDYNE, LLC., a North Carolina limited liability company ("Assignor"), and CYCRA, INC., a North Carolina corporation ("Assignee"). Assignor and Assignee are referred to herein individually as a "Party" and collectively, as the "Parties". Capitalized terms used in this Assignment and not otherwise defined have the meanings set forth in the Agreement.

RECITALS:

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement (the "Agreement") whereby Assignor has agreed to sell the Purchased Assets to Assignee and Assignee has agreed to acquire same from Assignor;

WHEREAS, pursuant to the foregoing, as part of the Intellectual Property included among the Purchased Assets, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, the Cycra Marks and Cycra Patents set forth on Exhibits A and B, respectively, to this Assignment; and

WHEREAS, Assignee desires Assignor to enter into this Assignment so that Assignee may record with the United States Patent and Trademark Office, and other applicable governmental authorities and other registrars, the transfer the record ownership of the Cycra Marks and the referenced Cycra Patents to Assignee.

NOW, THEREFORE, for valuable consideration, including the consideration received by Assignor under the Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Cycra Marks. Assignor hereby sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor's right, title and interest, of whatever kind, throughout the world, in and to the Cycra Marks set forth on Exhibit A, together with all of the goodwill associated with and symbolized by such Cycra Marks, and all other corresponding rights at common law or otherwise with respect thereto that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect.

2. Cycra Patents. Assignor hereby sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor's right, title and interest in and to the Cycra Patents set forth on Exhibit B, including the right to file, if permissible, foreign patent applications corresponding to such Cycra Patents, and the right to claim the priority date of said Cycra Patents and any legal equivalents thereof, and any and all corresponding patents and patent applications in the United States of America and all foreign countries which have been or may be granted therefor and thereon, and to any and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such Cycra Patents.

3. Conflict With Agreement. This Assignment is subject in all respects to the terms and conditions of the Agreement. This Assignment does not in any way modify or expand any of

TRADEMARK

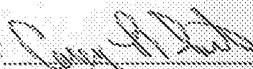
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the rights and obligations of the parties set forth in the Agreement, but is being delivered solely to evidence the transfer, sale, assignment and delivery of the Cycra Marks and Cycra Patents to Buyer. If any conflict exists between the terms of this Assignment and the Agreement, the terms of the Agreement will govern and control. This Assignment may be executed in counterparts by facsimile, digital or other electronic signature, which will be deemed an original.

IN WITNESS WHEREOF, each of the Parties has caused this Intellectual Property Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:
XCEL DYNE, LLC.

ASSIGNEE:
CYCRA, INC.

By: 
Name: GERALD L. SMITH
Title: PRESIDENT

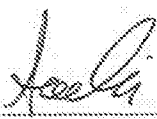
By: 
Name: ALENBIS GUIDO
Title: VICE PRESIDENT

EXHIBIT A

Cycra Marks

Mark/Name	Jurisdiction	Registration Date	Registration Number
CYCRA & Design	US	September 8, 2015	4,808,987
CYCRA	EU	August 31, 2007	5,025,581
CYCRA	US	November 7, 2000	2,401,347
Miscellaneous Design	US	May 16, 2006	3,092,768
Probend	US	August 20, 2002	2,609,858

EXHIBIT B

Cyera Patents

Title	Country	Serial No.	App. Date	Pub. No.	Pub. Date
Method for Manufacturing Hand Guards	US	10/769,832	2/2/2004	7,257,873	8/21/2007