

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523484

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLELAND SALES CORPORATION		04/24/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AUTOMATIC BAR CONTROLS, INC.		
Street Address:	2060 Cessna Drive, Suite 100		
City:	Vacaville		
State/Country:	CALIFORNIA		
Postal Code:	95688		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87953410		
Registration Number:	5045073	STARLINE	
Registration Number:	2473581	STARLINE	
CORRESPONDENCE DATA			
Fax Number:	9499438358		
<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:	949-943-8300		
Email:	tlightman@fishiplaw.com		
Correspondent Name:	FISH IP LAW, LLP		
Address Line 1:	2603 Main Street, Suite 1000		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	102469.0020US		
NAME OF SUBMITTER:	Joseph A. Andelin		
SIGNATURE:	/Joseph A. Andelin/		
DATE SIGNED:	05/14/2019		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") dated as of April 24, 2019 (the "Effective Date"), is made by and between Cleland Sales Corporation, a California corporation ("Assignor") and Automatic Bar Controls, Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor, Assignee and a certain stockholder entered into that certain Asset Purchase Agreement, dated as of April 2, 2019 (the "Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor agreed to assign to Assignee all of Assignor's right, title and interest in, to and under certain intellectual property, which includes those trademarks listed in Schedule A hereto and all goodwill connected therewith and symbolized thereby (the "Trademarks").

NOW, THEREFORE, pursuant to the terms of the Purchase Agreement, and the promises and of the mutual agreements, covenants, representations and warranties hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1.1 Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in, to and under the Trademarks, including the right to bring any and all claims for any past, present or future infringement, misappropriation or other violation thereof.

Section 1.2 Cooperation. Assignor shall provide all cooperation reasonably requested by Assignee in order to effectuate the transactions contemplated by this Assignment, including its recordation in the U.S. Patent and Trademark Office.

Section 1.3 Governing Law; Jurisdiction. This Assignment and any dispute arising in connection herewith will be governed by and construed in accordance with Section 7.5 of the Purchase Agreement as though set out in full herein, mutadis mutandis.

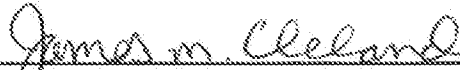
Section 1.4 Counterparts. This Assignment may be signed in counterparts, all of which upon execution and delivery shall be considered an original and together shall constitute one agreement. Each counterpart may be delivered by facsimile transmission or electronic transmission in portable document format, or retransmission of same, which transmission or retransmission shall be deemed to be delivery of an originally executed document.

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IN WITNESS WHEREOF, each party has executed, or caused its duly authorized representative to execute, this Agreement as of the Effective Date.

ASSIGNOR:

CLELAND SALES CORPORATION



Name: James M. Cleland

Title: President and CEO

ASSIGNEE:

AUTOMATIC BAR CONTROLS, INC.



Name: Timothy FitzGerald

Title: Authorized Officer

[Trademark Assignment Agreement Signature Page]

TRADEMARK

REEL: 006644 FRAME: 0964

**SCHEDULE A
TRADEMARKS**

<u>Trademark</u>	<u>Ser. No. / Reg. No.</u>	<u>Filing Date / Registration Date</u>
STARLINE	5,045,073	September 20, 2016
STARLINE Plus Design	2,473,581	July 31, 2001
Design	87/953,410	June 7, 2018