

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532225

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	10		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zelda, LLC		05/09/2018	Limited Liability Company: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	CorBon, Inc.		
Street Address:	6299 Secrest Rd.		
City:	Wooster		
State/Country:	OHIO		
Postal Code:	44691		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4568260	URBAN RESPONSE	
CORRESPONDENCE DATA			
Fax Number:	3303764577		
<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:	3303762700		
Email:	jruscak@ralaw.com		
Correspondent Name:	Joseph M. Ruscak		
Address Line 1:	222 S. Main St.		
Address Line 4:	Akron, OHIO 44308		
NAME OF SUBMITTER:	Joseph M Ruscak		
SIGNATURE:	/joseph m ruscak/		
DATE SIGNED:	07/17/2019		
Total Attachments: 3			
source=Fully Executed Trademark Assignment, Zelda to Corbon#page1.tif			
source=Fully Executed Trademark Assignment, Zelda to Corbon#page2.tif			
source=Fully Executed Trademark Assignment, Zelda to Corbon#page3.tif			

OP \$40.00 4568260

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("*Assignment*") is entered into as of MAY 9 2018 ("*Effective Date*"), by and between Zelda, LLC, a limited liability company organized and existing under the laws of South Dakota, having an address at 8207 Blucksberg Mountain Road, Sturgis, South Dakota, 57785, USA ("*Assignor*"), and CorBon, Inc., a corporation organized and existing under the laws of Ohio, having an address at 6299 Secrest St., Wooster, Ohio 44691, USA ("*Assignee*").

WHEREAS, Assignor owns all right, title and interest in and to the trademarks, including without limitation, the registrations and applications for registration thereof, identified and set forth on Schedule A attached hereto, and all goodwill associated therewith (the "*Marks*");

WHEREAS, Assignor, together with Dakota Ammo, Inc., and Great Western Bank (the "*Bank*"), are parties to that certain Agreement to Surrender Collateral, dated December 19, 2017, whereby Assignor surrendered possession of all of its tangible and intangible personal property (collectively, the "*Personal Property*") so that the Bank could dispose of such property via a secured party sale;

WHEREAS, the Bank and Assignee are parties to a certain Asset Purchase Agreement, dated 02/16/18 (the "*Purchase Agreement*"), whereby the Bank is selling to Assignee and Assignee is purchasing from the Bank, the Personal Property, upon the terms and conditions set forth therein (capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement); and

WHEREAS, the Bank has not taken title in and to the Marks and has authorized and instructed Assignor to sell, convey, transfer, deliver and assign to Assignee all right, title and interest in and to the Marks by executing and delivering this Assignment as a condition to the closing of the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration set out in the Agreement, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. Assignor hereby sells, contributes, transfers, grants, bargains, assigns and conveys to Assignee the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under applicable laws, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto.

2. Assignor hereby requests The United States Patent and Trademark Office to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.
3. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with effectuating and implementing this Assignment.
4. This Assignment shall be governed by and construed in accordance with the laws of Ohio, without reference to its conflict of law principles.
5. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

ZELDA, LLC,

By: Pedro R Pi
Name: Pedro R Pi
Title: MANAGING Member

Acknowledgement:

CORBON, INC.,

By: Pedro R Pi
Name: Pedro R Pi
Title: Pres.

2. Assignor hereby requests The United States Patent and Trademark Office to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.
3. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with effectuating and implementing this Assignment.
4. This Assignment shall be governed by and construed in accordance with the laws of Ohio, without reference to its conflict of law principles.
5. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

ZELDA, LLC,

By: _____

Name: _____

Title: _____

Acknowledgement:

CORBON, INC.,

By:  _____

Name: Terry A. Perrine _____

Title: President _____