

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM540354

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AWI Acquisition Company dba Allied International		08/05/2019	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Allied International LLC		
<b>Street Address:</b>	28955 Avenue Sherman		
<b>City:</b>	Valencia		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91355		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 30</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88491594	HER HARDWARE	
<b>Registration Number:</b>	4552857	PROJECT PARTNERS	
<b>Registration Number:</b>	4506995	ULTRA ACCESS	
<b>Registration Number:</b>	4292521	MEGABEAM	
<b>Registration Number:</b>	4181168	UNI-FIT	
<b>Registration Number:</b>	3431740	RELIANT	
<b>Registration Number:</b>	4161476	MAXFORCE	
<b>Registration Number:</b>	4116587	MAX TORQUE	
<b>Registration Number:</b>	4116585	PROJECT PARTNERS	
<b>Registration Number:</b>	3325384	CHICAGO POWER TOOLS	
<b>Registration Number:</b>	2935881	PRO-GRADE	
<b>Registration Number:</b>	3521054	DEADLOC	
<b>Registration Number:</b>	2748083	XLDRIVER	
<b>Registration Number:</b>	2748082	XLBLADE	
<b>Registration Number:</b>	2743130	XLRULE	
<b>Registration Number:</b>	2548345	SPEEDREEL	
<b>Registration Number:</b>	2951924	DURAWEB	
<b>Registration Number:</b>	2396532	AUTOBLADE	
<b>Registration Number:</b>	2435794	LEVERENCH	
<b>TRADEMARK</b>			

OP \$765.00 88491594

Property Type	Number	Word Mark
Registration Number:	2579212	FLIPGRIP
Registration Number:	2419782	RAZOR JAW
Registration Number:	2402604	MULTIFIT
Registration Number:	2430280	DYNA-DRIVE
Registration Number:	2396296	VERSASHEAR
Registration Number:	2527852	FARM&RANCH
Registration Number:	2547657	HARVEST FORGE
Registration Number:	2294040	CARGOLOC
Registration Number:	2248756	QWIK RULE
Registration Number:	2257453	EXTREME
Registration Number:	2278244	PRO-STOP

#### CORRESPONDENCE DATA

**Fax Number:**

*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.*

**Phone:** 805-275-1861

**Email:** sandy@sandylipkin.com

**Correspondent Name:** Sandy Lipkin

**Address Line 1:** P.O. Box 3518

**Address Line 4:** Ventura, CALIFORNIA 93006-3518

<b>NAME OF SUBMITTER:</b>	Sandy lipkin
<b>SIGNATURE:</b>	/Sandy Lipkin/
<b>DATE SIGNED:</b>	09/11/2019

**Total Attachments: 12**

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source=AssignmentWCvrSheet#page2.tif  
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

AWI Acquisition Company dba Allied International

- Individual(s)
- Partnership
- Corporation- State: California
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) August 5, 2019

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Allied International LLC

Street Address: 28955 Avenue Sherman

City: Valencia

State: CA

Country: US Zip: 91355

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Limited Liability Citizenship US

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See attached sheet Schedule A

See attached sheet Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached sheet Schedule A

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Law Offices of Sandy Lipkin

Internal Address: \_\_\_\_\_

Street Address: P.O. Box 3518

City: Ventura

State: CA Zip: 93006-3518

Phone Number: 805-275-1861

Docket Number: 104-XXX

Email Address: sandy@sandyipkin.com

**6. Total number of applications and registrations involved:**

30

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$765**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: Sandy Lipkin  
Signature

9/11/2019  
Date

Sandy Lipkin  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## BLANKET ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS BLANKET ASSIGNMENT OF INTELLECTUAL PROPERTY (this “**Assignment**”) is made and entered into as of August 5, 2019 by AWI Acquisition Company, a California corporation, doing business as Allied International, with an address of 13207 Bradley Ave. Sylmar California, 91342 (the “**Assignor**”), to Allied International LLC, a California limited liability company with an address of 13207 Bradley Ave. Sylmar California, 91342 (the “**Assignee**”) (each a “**Party**,” and collectively the “**Parties**”).

### RECITALS

WHEREAS, the Assignor is the owner of the trademarks and applications for trademarks identified on Schedules A-1 (live marks) and Schedule A-2 (dead marks) attached hereto (collectively, the “**Marks**”), together with the goodwill associated therewith;

WHEREAS, the Assignor is the owner of the entire right, title and interest in and to the patents identified on Schedule B attached hereto, together with the inventions that are the subject of the Patents and all goodwill associated therewith (collectively, the “**Patents**”);

WHEREAS, pursuant to the Plan of Conversion dated as of the date hereof (the “**Plan**”), Assignee is the Assignor’s successor by conversion and is acquiring the Marks and the Patents; and

### AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and contained in the Plan, the parties hereto agree as follows

1. Assignment of the Marks. Assignor hereby sells, assigns, transfers, and sets over to Assignee, its successors and assigns, its entire right, title, and interest in and to the Marks, including all goodwill associated therewith, all remedies against infringements thereof, and all claims, causes of action, rights of recovery and rights of set-off of any kind (including all damages and payments for past, present or future infringement or misappropriation of the Marks and the right to sue and recover for past infringements or misappropriations of the Marks).

2. Assignment of the Patents. Assignor hereby sells, assigns, transfers, and sets over to Assignee, its successors and assigns, its entire right, title, and interest in and to (a) the Patents (which includes the inventions that are the subject of the patent applications identified on Schedule B), together with any and all applications, continuations, divisionals, continuations-in-part, reissues, reexaminations, statutory invention registrations, modifications and extensions that claim priority to or the benefit of the Patents, or otherwise cover the inventions that are the subject of the patents or patent applications on Schedule B, and (b) any and all other rights arising under or pursuant to any and all international agreements, treaties, or laws relating to the protection of intellectual property with respect to the Patents which shall be issued in the United States of America and foreign countries including the right to claim priority to or the benefit of the Patents, including without limitation, (i) all income, royalties and rights to payment with

respect to the Patents, and (ii) all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents with the right to sue for, and collect the same for the Assignee's own use and enjoyment.

3. Acceptance of the Marks and the Patents. Assignee hereby accepts the transfer and assignment of the Marks and the Patents.

4. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

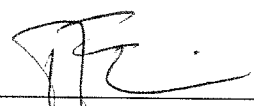
5. Governing Law. This Assignment shall be governed and construed by and enforced in accordance with the laws of the State of California, without regard to the conflicts of law provisions thereof, and shall be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective successors and assigns.

*[signature pages follow]*



IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Blanket Assignment of Intellectual Property to be executed effective as of the date first above written.

ASSIGNEE: ALLIED INTERNATIONAL LLC,  
a California limited liability company

By:   
Timothy Florian  
Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

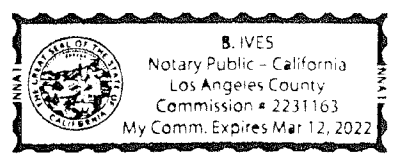
STATE OF CALIFORNIA )  
 )  
COUNTY OF Los Angeles )

On August 1, 2019, before me, B. Ives, Notary Public, personally appeared TIMOTHY FLORIAN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature   
(seal)



**SCHEDULE A-1**

## Live Trademarks

Serial Number	Reg. Number	Word Mark	Live/Dead
85885986	4552857	PROJECT PARTNERS	LIVE
85795469	4506995	ULTRA ACCESS	LIVE
76709813	4292521	MEGABEAM	LIVE
76710523	4181168	UNI-FIT	LIVE
76656012	3431740	RELIANT	LIVE
76707082	4161476	MAXFORCE	LIVE
76709067	4116587	MAX TORQUE	LIVE
76708428	4116585	PROJECT PARTNERS	LIVE
76658297	3325384	CHICAGO POWER TOOLS	LIVE
76573812	2935881	PRO-GRADE	LIVE
76677909	3521054	DEADLOC	LIVE
76244874	2748083	XLDRIVER	LIVE
76244873	2748082	XLBLADE	LIVE
76162156	2743130	XLRULE	LIVE
76042847	2548345	SPEEDREEL	LIVE
75808096	2951924	DURAWEB	LIVE
75702162	2396532	AUTOBLADE	LIVE
75665238	2435794	LEVERENCH	LIVE
75648741	2579212	FLIPGRIP	LIVE
75572636	2419782	RAZOR JAW	LIVE
75553973	2402604	MULTIFIT	LIVE
75515019	2430280	DYNA-DRIVE	LIVE
75514819	2396296	VERSASHEAR	LIVE
75514813	2527852	FARM&RANCH	LIVE
75514809	2547657	HARVEST FORGE	LIVE
75434172	2294040	CARGOLOC	LIVE
75326814	2248756	QWIK RULE	LIVE
75084386	2257453	EXTREME	LIVE



Serial Number	Reg. Number	Word Mark	Live/Dead
74736055	2278244	PRO-STOP	LIVE
88491594		HER HARDWARE	LIVE

**SCHEDULE A-2**

## Dead Trademarks

Serial Number	Reg. Number	Word Mark	Live/Dead
87294117		AQUA LAMP	DEAD
86539719		HYDRAGRIP	DEAD
86137158		UNI-GRIP	DEAD
86137167		PIVOT WRENCH	DEAD
86137141		RAPIDFIRE	DEAD
76471613	2868495	E-Z CHUCK	DEAD
76662141		BACKYARD CHEF	DEAD
76648844		PROGRADE	DEAD
76581544	3021544	LIGHTLINE	DEAD
76581543	3021543	PIVOTPOINT	DEAD
76568387		ILEVEL	DEAD
76553393		PRECISION PRO	DEAD
76546601	2921358	MAGIC TIES	DEAD
76533312	2960429	LASERULE	DEAD
76522360		DUALTOOL	DEAD
76497193		FAMILY CRAFT	DEAD
76455964		PYTHON	DEAD
76455963		GRIZZLY GRIP	DEAD
76394255		LION	DEAD
76384534		MASTER TRADESMAN	DEAD
76376855		TOOLMASTER	DEAD
76352609		GELGRIP	DEAD
76346114		PROMATE BY TRUECRAFT	DEAD
76341032		SAFEBLADE	DEAD
76338090	2666081	JUNIOR TRUCKER	DEAD
76316288		SWITCH-GRIP	DEAD
76316287		POWERULE	DEAD
76261755		EDGEGUARD	DEAD
76146534		BIG RIG	DEAD
76146533		AUTOLOAD	DEAD
76019995		FORMULA 1	DEAD

Serial Number	Reg. Number	Word Mark	Live/Dead
75808097	2553431	DUOLOC	DEAD
75625316	2323870		DEAD
75625315	2319026		DEAD
75553969	2455854	FAST-FIT	DEAD
75507961	2464203	QUADRO	DEAD
75493304		BRITE DRIVER	DEAD
75468698		BRIGHT DRIVER	DEAD
75455180	2322986		DEAD
75404510		PRO GRADE	DEAD
75339247	2339029	STROKE SAVER	DEAD
75257391	2194892	DOCKSIDE	DEAD
75207488		AIRTECH	DEAD
75107503	2155454	PROJECT PARTNERS	DEAD
74687204	2371379	FORMULA 1	DEAD

**SCHEDULE B**

## Patents

<b>Patent Number</b>	<b>Title</b>	<b>Grant Date</b>
7,185,435	Utility knife with dual blades	March 6, 2007
D521,347	Mitre back saw	May 23, 2006
D521,346	Jab saw	May 23, 2006
D519,816	Toolbox saw	May 2, 2006
D511,976	Pliers with display package	November 29, 2005
D510,039	Mini laser level	September 27, 2005
D508,214	Pivotpoint laser level	August 9, 2005
D507,194	Torpedo laser level	July 12, 2005
D506,664	Utility knife	June 28, 2005
6,789,452	Increased torque applying pliers	September 14, 2004
6,786,117	Versatile use pliers	September 7, 2004
6,725,748	Collapsible pliers	April 27, 2004
6,685,018	Display case, carry case and storage stand for a plurality of elongated tools	February 3, 2004
6,678,958	Utility knife with blade storage	January 20, 2004
6,647,835	Pliers with replaceable jaws	November 18, 2003
6,575,060	Reversible ratchet wrench	June 10, 2003
6,553,674	Utility knife that protrudes a blade from a stored stack of blades	April 29, 2003
D470,734	Pliers with dual sets of operating jaws	February 25, 2003
D465,920	Toolbox for children	November 26, 2002
D458,526	Utility knife	June 11, 2002
D455,060	Pliers head	April 2, 2002
D454,082	Retractable tape measure	March 5, 2002
D447,069	Tape rule end hook	August 28, 2001
6,186,638	Wrench which includes flashlight	February 13, 2001
D410,776	Toolbox case	June 8, 1999

**SCHEDULE A-1**

Live Trademarks

Serial Number	Reg. Number	Word Mark	Live/Dead
85885986	4552857	PROJECT PARTNERS	LIVE
85795469	4506995	ULTRA ACCESS	LIVE
76709813	4292521	MEGABEAM	LIVE
76710523	4181168	UNI-FIT	LIVE
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76677909	3521054	DEADLOC	LIVE
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76244873	2748082	XLBLADE	LIVE
76162156	2743130	XLRULE	LIVE
76042847	2548345	SPEEDREEL	LIVE
75808096	2951924	DURAWEB	LIVE
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75514813	2527852	FARM&RANCH	LIVE
75514809	2547657	HARVEST FORGE	LIVE
75434172	2294040	CARGOLOC	LIVE
75326814	2248756	QWIK RULE	LIVE
75084386	2257453	EXTREME	LIVE

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88491594		HER HARDWARE	LIVE

41102/001449/02258355-2

**RECORDED: 09/11/2019**

**TRADEMARK  
REEL: 006741 FRAME: 0479**