

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547622

<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>
SNF, Inc.		08/30/2013	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BrandFX, LLC		
<b>Street Address:</b>	2800 Golden Triangle Blvd.		
<b>City:</b>	Fort Worth		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76177		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0733332	GEM TOP	
<b>Registration Number:</b>	4226393	WORKPOD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	willcannon@parkerpoe.com		
<b>Correspondent Name:</b>	William B. Cannon		
<b>Address Line 1:</b>	301 Fayetteville St., Suite 1400		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27601		
<b>ATTORNEY DOCKET NUMBER:</b>	23608-00029		
<b>NAME OF SUBMITTER:</b>	William B. Cannon		
<b>SIGNATURE:</b>	/William B. Cannon/		
<b>DATE SIGNED:</b>	11/01/2019		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "**Agreement**") is made and entered into as of August 30, 2013 by and between SNF, Inc., a Texas corporation (the "**Seller**"), and BrandFX, LLC, a Delaware limited liability company ("**Opco**"). Each of the parties named above may be referred to herein as a "**Party**," and collectively as the "**Parties**."

### RECITALS

WHEREAS, pursuant to that certain Asset Purchase and Recapitalization Agreement, dated as of the date hereof, by and among BrandFX Holdings, LLC, a Delaware limited liability company ("**Holdco**"), Opco, the Seller and the other parties named therein (the "**Purchase Agreement**"), Holdco agrees to purchase and acquire from the Seller, and the Seller agrees to sell, convey, assign, transfer and deliver to Holdco, all of the Seller's right, title and interest in and to certain assets (the "**Purchased Assets**"), including intellectual property;

WHEREAS, pursuant to the Purchase Agreement, Holdco agrees to assume and be responsible for, and the Seller agrees to transfer to Holdco, the Assumed Liabilities;

WHEREAS, pursuant to the Purchase Agreement, Holdco will contribute the Purchased Assets and Assumed Liabilities to Opco (together with the acquisition of Purchased Assets and the assumption of Assumed Liabilities, the "**Contemplated Transactions**");

WHEREAS, to effectuate and consummate the Contemplated Transactions, the Seller shall assign to Opco at the direction of Holdco all of the Seller's right, title and interest in, to or under all of the Seller's intellectual property, whether registered or unregistered, including, but not limited to, the intellectual property set forth on **Schedule A** hereto (collectively, the "**Intellectual Property Assets**"), and Opco desires to obtain all of Seller's right, title and interest in, to or under any and all Intellectual Property Assets on the terms and subject to the conditions set forth in the Purchase Agreement and as provided herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller does hereby sell, assign and transfer to Opco (at the direction of Holdco) all its worldwide right, title and interest, including all common law rights in, to and under all of the Intellectual Property Assets, together with any goodwill of the business symbolized by any marks or names thereof, together with all rights and privileges granted and secured thereby, including the right to maintain and pursue enforceable rights in the Intellectual Property Assets, and to file any and all subsequent applications based on the Intellectual Property Assets including any and all divisions, continuations, substitutions, renewals and reissues thereof together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and to sue and recover for any past violation, said rights to be held and enjoyed by Opco, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Seller if this assignment and sale had not been made.

Section 2. Authorization. The Seller hereby authorizes and requests the officials at the Patent and Trademark Offices in the United States and its territorial possessions and in any and all foreign countries to issue any and all enforceable rights, including Letters Patent or registrations, when granted, to Opco for the sole use and benefit of Opco and of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Seller if this assignment and sale had not been made.

Section 3. Acceptance of Assignment. Opco hereby accepts such assignment and transfer of the Intellectual Property Assets.

Section 4. Power of Attorney. The Seller hereby constitutes and appoints Opco as the Seller's true and lawful attorney, with full power of substitution, in the Seller's name and stead, to demand and receive any and all of the Intellectual Property Assets conveyed hereby, and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, in the Seller's name or otherwise, any and all proceedings at law, in equity or otherwise, which Opco may deem proper for the collection or reduction to possession of any of the Intellectual Property Assets conveyed hereby or for the collection and enforcement of any claim or right of any kind hereby sold, transferred, conveyed, assigned and delivered, or intended so to be, and to do all acts and things in relation to the Intellectual Property Assets conveyed hereby which Opco shall deem desirable, the Seller hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by the Seller or by its dissolution or in any manner or for any reason whatsoever.

Section 5. Further Assurances. At any time and from time to time after the date of this Agreement, at the request of Opco and without further consideration, the Seller shall execute and deliver such other documents, certificates and instruments of sale, transfer, conveyance, assignment and confirmation as Opco may reasonably request and as may be necessary or desirable in order to effectuate completely the assignment to Opco of all of the Intellectual Property Assets and Assumed Liabilities.

Section 6. Interpretation. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

Section 7. Counterparts; Facsimile Signatures. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Any signatures to this Agreement, or to any related documents or instruments, delivered by means of facsimile or other electronic transmission, shall be treated in all manner and respects and for all purposes as original signatures and shall have the same binding legal effect as if it were an original signature delivered in person.

Section 8. Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person, other than the Parties to this Agreement, their successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

*Signature Page Follows*

IN WITNESS WHEREOF, the Seller has executed this assignment by its officers and representatives thereunto duly authorized.

SNE, INC.

By: \_\_\_\_\_

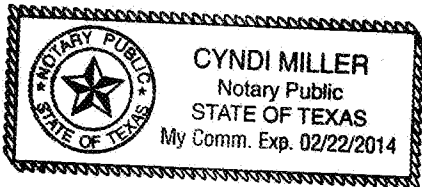
Name: Alfred L. Finley

Title: Vice President

Date: August 30, 2013

STATE OF TEXAS )  
 ) SS.  
COUNTY OF TARRANT )

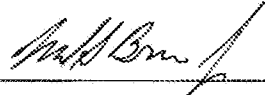
On the 30th day of August in the year 2013, before me, the undersigned, a Notary Public in and for said state, personally appeared Alfred L. Finley, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.



\_\_\_\_\_  
Notary Public  
My Commission Expires: 02/22/2014

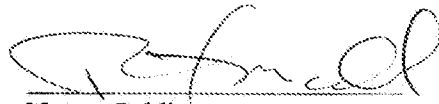
IN WITNESS WHEREOF, Opco has executed this assignment by its officers and representatives thereunto duly authorized.

BRANDFX, LLC

By:   
Name: Michael S. Bruno, Jr.  
Title: President  
Date: \_\_\_\_\_

STATE OF New York )  
  ) SS.  
COUNTY OF Westchester

On the 29 day of August in the year 2013, before me, the undersigned, a Notary Public in and for said state, personally appeared Michael S. Bruno Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

  
Notary Public

My Commission Expires:



Schedule A

Intellectual Property Assets

1. **Patents**

<b>Title</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>
SHELVES FOR VEHICULAR UTILITY BODIES	09/064,906	04/23/1998	6,131,981	10/17/2000
LADDER RACK ASSEMBLY	09/261,088	03/02/1999	6,257,534	07/10/2001
TAILGATE AND HINGE ASSEMBLY FOR PICKUP TRUCK	11/514,100	09/01/2006	7,338,107	03/04/2008
HINGE ASSEMBLY FOR A BED COVER OF A TRUCK	08/662,317	06/11/1996	5,632,522	05/27/1997

2. **Copyrights**

<b>Name</b>	<b>Full Title</b>	<b>Copyright Number</b>	<b>Date</b>
SNF, Inc.	Topper : no. 12.	VAu000638576	2004
SNF, Inc.	Topper : no. 13.	VAu000638579	2004
SNF, Inc.	Topper : no. 14.	VAu000638580	2004
SNF, Inc.	Topper : no. 15.	VAu000638581	2004
SNF, Inc.	Topper number 1.	VAu000636549	2004
SNF, Inc.	Topper number 10.	VAu000636539	2004
SNF, Inc.	Topper number 11.	VAu000636540	2004
SNF, Inc.	Topper number 2.	VAu000636545	2004
SNF, Inc.	Topper number 3.	VAu000636544	2004
SNF, Inc.	Topper number 4.	VAu000636542	2004
SNF, Inc.	Topper number 5.	VAu000636543	2004
SNF, Inc.	Topper number 6.	VAu000636546	2004
SNF, Inc.	Topper number 7.	VAu000636547	2004
SNF, Inc.	Topper number 8.	VAu000636548	2004
SNF, Inc.	Topper number 9.	VAu000636541	2004

3. **Trademarks**

a. *Registered Trademarks*

<b>Title</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg No.</b>	<b>Reg. Date</b>
Workpod	85216608	01/13/2011	4226393	10/16/2012
Glasstite	73562843	10/11/1985	1391535	04/29/1986
Gem Top	72123741	07/11/1961	0733332	06/26/62