

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547643

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allentown, Inc.		10/21/2019	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Allentown, LLC		
Street Address:	165 Route 526		
City:	Allentown		
State/Country:	NEW JERSEY		
Postal Code:	08501		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5587703	EASY CAGE	
Registration Number:	3454244	ALLENTOWN	
Registration Number:	3250213	ALLENTOWN	
Registration Number:	3713649	SENSUS	
Serial Number:	88459200	IMPROVING LIFE - IT'S IN OUR DNA	
Serial Number:	88431967	ALLENTOWN	
CORRESPONDENCE DATA			
Fax Number:	2033255001		
<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:	2033255049		
Email:	mholmes@fdh.com		
Correspondent Name:	Matthew Holmes		
Address Line 1:	Six Landmark Square		
Address Line 2:	Floor Six		
Address Line 4:	Stamford, CONNECTICUT 06901		
NAME OF SUBMITTER:	Matthew Holmes		
SIGNATURE:	/Matthew Holmes/		
DATE SIGNED:	11/01/2019		

OP \$165.00 5587703

Total Attachments: 8

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CONTRIBUTION AGREEMENT

This Contribution Agreement (this "Agreement") is made as of October 21, 2019 by and between Allentown, LLC, a Delaware limited liability company (the "Assignee") and Allentown, Inc., a New Jersey corporation ("Contributor"), and the Company and Contributor are collectively referred to herein as the "Parties", and each, a "Party".

PREAMBLE

WHEREAS, immediately prior to the transactions contemplated hereby, the Assignee, Contributor, Allentown Holdings, LLC, a Delaware limited liability company ("Holdings"), John M. Coiro, an individual ("Coiro") and Coiro Family Investments, LLC, a Wyoming limited liability company ("CFI", and together with Coiro, the "Sellers"), and the other parties named therein, entered into that certain Purchase Agreement (the "Purchase Agreement"), whereby (i) Holdings acquired all of the capital stock of Contributor and (ii) the Assignee acquired from the Sellers the Customer-Based Intangibles and the WC Assets (as each is defined in the Purchase Agreement);

WHEREAS, upon the terms and subject to the conditions set forth in this Agreement, Contributor desires (i) to contribute to the Assignee those assets set forth on Exhibit A hereto (the "Contributed Assets") and (ii) to assign to the Assignee all of those liabilities set forth on Exhibit A hereto (the "Assumed Liabilities") in exchange for 1,000 Preferred Units of the Assignee and 10 Common Units of the Assignee ("Consideration") (such contribution and exchange, collectively, the "Contribution");

WHEREAS, the parties hereto intend that the Contribution contemplated by this Agreement will be treated for income tax purposes as transfers by the Contributor pursuant to Section 721 of the Internal Revenue Code of 1986, as amended (the "Code"), and any corresponding provisions of applicable state income or franchise tax statutes; and

WHEREAS, the Parties desire to provide for the Contribution and to establish certain rights and obligations in connection therewith.

AGREEMENTS

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants, and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Transactions. Upon the terms and subject to the conditions set forth herein, on the Closing Date (as defined below), (a) Contributor shall assign, transfer, convey, surrender and deliver the Contributed Assets listed on Exhibit A hereto free and clear of all liens and encumbrances, to the Assignee, and (b) the Assignee shall assume, pay and perform in accordance with their terms or otherwise satisfy all of the applicable Assumed Liabilities, in exchange for the Consideration.

2. Conveyance. Effective as of the Closing:

(a) The Assignee hereby sells, issues, conveys and delivers unto Contributor the Consideration. The rights and preferences of the Consideration are as set forth in the Assignee's Second Amended and Restated Limited Liability Company Agreement, dated as of the date hereof, by and among the Assignee and its members (as amended, the "Operating Agreement").

(b) Contributor hereby sells, transfers, assigns, conveys and delivers to the Assignee all of the right, title and interest of Contributor in and to the Contributed Assets listed on Exhibit A hereto, to have and to hold said assets unto the Assignee, its successors and assigns, and for its and their own use, forever, free and clear of all claims, liens and encumbrances of all kinds.

(c) Contributor hereby constitutes and appoints the Assignee and its successors and assigns the true and lawful attorney of Contributor with full power of substitution, in the name of the Assignee or the name of Contributor, on behalf of and for the benefit of the Assignee, its successors and assigns:

(i) to collect all Contributed Assets;

(ii) to endorse, without recourse, checks, notes and other instruments in connection with the business and attributable to the Contributed Assets;

(iii) to institute and prosecute all proceedings which such Assignee may deem proper in order to collect, assert or enforce any claim, right or title in or to the Contributed Assets;

(iv) to defend and compromise all actions, suits or proceedings with respect to any of the Contributed Assets; and

(v) to do all such reasonable acts and things with respect to the Contributed Assets as such Assignee may deem advisable, all subject to the consent of Contributor, which consent shall not be unreasonably withheld.

(d) CONTRIBUTOR AGREES THAT THE FOREGOING POWERS ARE COUPLED WITH AN INTEREST AND SHALL BE IRREVOCABLE AND SHALL NOT BE REVOKED BY CONTRIBUTOR DIRECTLY OR INDIRECTLY BY THE DISSOLUTION OF CONTRIBUTOR. The Assignee shall retain for its own account any amounts collected pursuant to the foregoing powers and Contributor, as applicable, shall promptly pay to the Assignee any amounts received by Contributor after the Closing with respect to the Contributed Assets.

(e) Contributor and Assignee agrees that it will from time to time on or after the date hereof promptly do, execute, acknowledge and deliver and will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, certificates, bills of sale, assignments, transfers, conveyances, powers of attorney, assurances and other documents as may be reasonably requested by the other party for better assigning, transferring, granting, conveying,

assuring and conferring right, title and interest to the Assignee of the Contributed Assets and for the better assumption by the Assignee of the Assumed Liabilities.

(f) The Assignee hereby expressly and unconditionally accepts the foregoing assignment and assumes and agrees to pay, discharge, perform and otherwise fully and faithfully satisfy each and every term, covenant and condition of the Contributor under the Assumed Liabilities and to meet the Contributor's obligations under the Assumed Liabilities from and after the Closing; provided, however, that Contributor shall have joint and several liability with the Assignee with respect to all payables obligations arising from or related to the Assumed Liabilities.

3. Non-Assignable Assets. Notwithstanding any other provision of this Agreement to the contrary, to the extent that the assignment by Contributor of any Contributed Asset to be assigned hereunder shall require the consent or approval of another party thereto, this Agreement shall not constitute an assignment or attempted assignment thereof or an assumption by the Assignee of Contributor's obligations thereunder if such assignment or attempted assignment would, without the consent of such other party, constitute a breach thereof. Contributor shall use its best efforts to obtain the written consent or approval to the assignment to the Assignee of each such Contributed Asset with respect to which such consent is required for such assignment. Until such consent or approval is obtained, each party hereto agrees to cooperate with the other party hereto in any reasonable arrangement necessary or desirable to provide to the Assignee the benefits of any such Contributed Asset.

4. The Closing. The closing of the transactions contemplated hereby (the "Closing") will take place on the date set forth above and will be effective immediately following the closing of the transactions contemplated by the Purchase Agreement. The date on which the Closing occurs is referred to herein as the "Closing Date".

5. Restrictions on Transfer. Contributor acknowledges that the Consideration has not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any applicable state securities laws, and may not be transferred in the absence of an effective registration statement under such laws, except pursuant to an exemption from such laws. If the Consideration is being transferred pursuant to such an exemption, then Contributor will give prior written notice of such exemption to the Assignee, and the Assignee may request an opinion of Contributor's counsel as to the availability of such exemption, which opinion and counsel will be reasonably satisfactory to the Assignee. The Consideration also is subject to restrictions on transfer as set forth in the Operating Agreement.

6. Representations and Warranties of Each Party. Each Party hereby represents and warrants to each other Party as follows as of the date hereof:

(a) Organization. Each Party is a limited liability company or corporation duly formed, validly existing and in good standing in the State of Delaware or the State of New Jersey.

(b) Power and Authority. Each Party has the power and authority to own its assets, to conduct its business as presently conducted and as presently planned to be conducted and to execute, deliver and perform this Agreement.

(c) Execution and Binding Effect. This Agreement has been duly and validly executed and delivered by each Party and constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, subject to the laws of bankruptcy and insolvency and other laws affecting creditors' rights generally and to the availability of equitable remedies.

(d) No Breach, Default, Violation or Consent. The execution, delivery and performance by each Party of this Agreement do not: (i) violate its certificate of formation, incorporation, bylaws or Operating Agreement; (ii) breach or result in a default (or an event which, with the giving of notice or the passage of time, or both, would constitute a default) under, require any consent under or give to others any rights of termination, acceleration, suspension, revocation, cancellation or amendment of any contract, agreement, instrument or document to which it is a party or by which it or any of its assets is bound; (iii) breach or otherwise violate any order, writ, judgment, injunction or decree issued by any governmental entity (each a "Governmental Order") which names such Party or is directed to such Party or any of its assets; (iv) violate any law, rule, regulation, ordinance or code of any governmental entity (each a "Governmental Rule"); or (v) require any consent, authorization, approval, exemption or other action by, or any filing, registration or qualification with, any person or entity.

(e) Contributor is the lawful owner (both of record and beneficially) of and has good and marketable title to all of the Contributed Assets, free and clear of all liens and encumbrances. Contributor has the full right to contribute, transfer, and deliver the Contributed Assets to the Assignee pursuant to this Agreement, without the need to obtain the consent or approval of any third party other than any such consent or approval as has already been obtained in writing and delivered to such Assignee. At and as of the Closing, Contributor will transfer the Contributed Assets to the Assignee by delivery of this Agreement and any other endorsements, assignments, and other instruments of assignment and transfer as, in the reasonable opinion of counsel to the Assignee, are necessary to vest in the Assignee, good and valid record and marketable title to all of the Contributed Assets, free and clear of any liens or encumbrances.

7. Representations and Warranties of Assignee. The Assignee hereby represents and warrants to Contributor as follows as of the date hereof:

(a) Valid Issuance. Upon issuance in accordance with the terms of this Agreement, the Consideration will be (i) duly authorized and validly issued, (ii) fully paid and non-assessable, and (iii) free and clear of all liens created by Interco (except restrictions under the Operating Agreement and securities laws).

8. Representations and Warranties of Contributor. Contributor hereby represents and warrants to the Assignee as follows as of the date hereof:

(a) The Consideration is being acquired by Contributor for Contributor's account, for investment purposes and not with a view to the distribution of all or any part of the

Consideration, nor with any present intention to sell or in any way distribute the same, as those terms are used in the Securities Act, and the rules and regulations promulgated thereunder.

(b) Contributor has sufficient knowledge and experience in financial matters so as to be capable of evaluating the merits and risks of purchasing the Consideration. Contributor understands that holding the Consideration is an illiquid investment for which there is no market.

(c) Contributor has reviewed copies of such documents and other information as Contributor has deemed necessary in order to make an informed investment decision with respect to Contributor's purchase of the Consideration.

(d) Contributor understands that the Consideration may not be sold, transferred or otherwise disposed of without registration under the Securities Act or the availability of an exemption therefrom, and that, in the absence of an effective registration statement covering the Consideration or an available exemption from registration under the Securities Act, the Consideration must be held indefinitely. Further, Contributor is able to incur a complete loss of such investment and understands and has the financial capability of assuming the economic risk of an investment in the Consideration for an indefinite period of time.

(e) Contributor has been advised by the Assignee that Contributor will not be able to dispose of the Consideration, or any interest therein, without first complying with the relevant provisions of the Act, any applicable state securities laws and the Operating Agreement.

(f) Contributor understands that the provisions of Rule 144 promulgated under the Securities Act, permitting the routine sales of the securities of certain issuers subject to the terms and conditions thereof, are not currently, and may not hereafter be, available with respect to the Consideration.

(g) Contributor acknowledges that the Assignee is under no obligation to register the Consideration or to furnish any information or take any other action to assist Contributor in complying with the terms and conditions of any exemption which might be available under the Securities Act or any state securities laws with respect to sales of the the Consideration in the future.

(h) Contributor acknowledges that the Consideration are "restricted securities" and Contributor agrees that they shall not be sold, assigned, transferred or pledged except upon the conditions specified in the Operating Agreement, which are intended to ensure compliance with the provisions of the Securities Act. Contributor agrees that the Consideration shall be subject to the provisions of the Operating Agreement as in effect from time to time and a legend shall be placed on the certificates evidencing the Consideration to the effect that the Consideration have not been registered under any securities law.

(i) Contributor acknowledges that the Consideration were not offered to it by means of any general solicitation, publicly disseminated advertisement or sales literature.

(j) Contributor is an "accredited investor" as such term is defined under Regulation D promulgated under the Securities Act.

(k) Contributor maintains its principal address as set forth on the signature page hereto.

9. Further Assurances. Contributor will execute, and cause its affiliates to execute, such other instruments and documents, and take such further action, as may reasonably be necessary in order to carry out and perform the agreements contemplated by this Agreement.

10. No Limitation on Purchase Agreement. This Agreement is executed immediately following the consummation of the transactions contemplated by the Purchase Agreement. Nothing in this Agreement shall be deemed to limit or modify any representations, warranties, liabilities, indemnities or other agreements, as provided for in the Purchase Agreement.

11. Miscellaneous. This Agreement:

(a) may be amended only by a writing signed by each of the Parties;

(b) may not be assigned, pledged or otherwise transferred, whether by operation of law or otherwise, without the prior written consent of the other party; provided, however, that the Assignee may, without the prior written consent of the other parties, (i) assign any of its rights or delegate any of its duties under this Agreement to any of its affiliates, provided that no such assignment shall relieve the Assignee of its obligations hereunder, and (ii) assign its rights, but not its obligations, under this Agreement to any of its financing sources, and (iii) following the Closing, the Assignee may assign any of its rights hereunder, provided that no such assignment shall relieve the Assignee of its obligations hereunder;

(c) may be executed in several counterparts, each of which is deemed an original but all of which constitute one and the same instrument;

(d) together with the Operating Agreement, contains the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions;

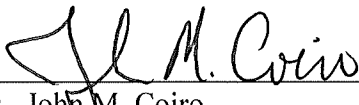
(e) is governed by, and will be construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to any conflict of laws rules; and

(f) is binding upon, and will inure to the benefit of, the Parties and their respective heirs, successors and permitted assigns. The waiver by a Party of any breach or violation of any provision of this Agreement will not operate or be construed a waiver of any subsequent breach or violation hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first written above.

ALLENTOWN, LLC

By: 
Name: John M. Coiro
Title: Chief Executive Officer

ALLENTOWN, INC.

By: 
Name: John M. Coiro
Title: Chief Executive Officer

Address:

165 Route 526
Allentown, NJ 08501-2017

[SIGNATURE PAGE TO CONTRIBUTION AGREEMENT]

EXHIBIT A

Contributions

Contributed Assets

All of the assets of Allentown, Inc. as of immediately following the Closing, *excluding* cash in U.S. bank accounts of Allentown, Inc. following all transactions contemplated by the Purchase Agreement and the payment of Seller Transaction Expenses (as such term is defined in the Purchase Agreement).

Assumed Liabilities

All of the liabilities of Allentown, Inc. as of immediately following the Closing *except* liabilities arising from or related to deposits from any customer held by the Company as of the date hereof.