

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM552135

<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>
GWS Tool Holdings, LLC		12/02/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GWS Tool, LLC		
<b>Street Address:</b>	595 County Road 448		
<b>City:</b>	Tavares		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32778		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88539485	ALLOYCAT	
<b>Serial Number:</b>	88539445	ALLOYCAT	
<b>Registration Number:</b>	5688973	GWS TOOL GROUP	
<b>Serial Number:</b>	88199010	ZOMBIE WHIRLER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126095005		
<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>Phone:</b>	312-609-7943		
<b>Email:</b>	skowalski@vedderprice.com		
<b>Correspondent Name:</b>	Sylvia Kowalski		
<b>Address Line 1:</b>	222 N. LASALLE STREET - 24TH FLOOR		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	Robot		
<b>NAME OF SUBMITTER:</b>	Sylvia Kowalski		
<b>SIGNATURE:</b>	/Sylvia Kowalski/		
<b>DATE SIGNED:</b>	12/05/2019		
<b>Total Attachments: 4</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “**Agreement**”), effective December 2, 2019 is by and between GWS Tool Holdings, LLC, a Delaware limited liability company (“**Assignor**”), and GWS Tool, LLC, a Florida limited liability company (“**Assignee**”). Assignor and Assignee may each be referred to herein as a “**Party**” or collectively as the “**Parties**.”

### RECITALS

**WHEREAS**, Assignor wishes to assign and Assignee wishes to acquire all right, title, and interest that may exist in and to the intellectual property rights in and to the trademarks set forth on Exhibit A hereto including, but not limited to, all rights of any kind whatsoever of Assignor accruing under the foregoing provided by applicable law of any jurisdiction and otherwise throughout the world, any registrations and applications therefore, any renewals and extensions of registrations, all common law rights and any rights in foreign jurisdictions therein, any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the foregoing, and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, and all the goodwill and proprietary rights associated therewith, throughout the world (collectively, the “**Transferred IP**”).

### AGREEMENT

**NOW, THEREFORE**, in consideration of the promises and covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **Assignment.**

1.1 Assignor hereby irrevocably sells, conveys, transfers and assigns to Assignee all right, title, and interest in and to the Transferred IP, including, without limitation, the trademarks, trademark applications, and/or trademark registrations set forth on Exhibit A hereto, and all the goodwill associated therewith, for Assignee’s own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

1.2 Assignor shall execute and furnish any and all documents Assignee may reasonably require to establish, complete, perfect, record, and/or enforce Assignee’s ownership of the Intellectual Property Rights throughout the world as Assignee reasonably deems necessary within ten (10) calendar days of receipt of a written request from Assignee to do so. Assignor shall cooperate with Assignee by executing any and all papers, providing affidavits, giving testimony, and doing any and all acts which Assignee may reasonably determine necessary to carry out the intent of this Agreement and to enforce Assignee’s rights against third parties.

2. **General Provisions.**

2.1 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

2.2 **Governing Law.** This Agreement and all documents, instruments and agreements executed and delivered pursuant to the terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflicts of laws principles that would require the application of any other law.


2.3 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*[Signature Page Follows.]*

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

Assignor:

GWS TOOL HOLDINGS, LLC

By: 

Name: Randall Hunt

Title: President

Assignee:

GWS TOOL, LLC


By: 

Name: Randall Hunt

Title: President

Exhibit A

**U.S. Trademark Applications and Registrations:**

<b><u>SERIAL NO.</u></b>	<b><u>REG. NO.</u></b>	<b><u>MARK</u></b>
88539485		
88539445		ALLOYCAT
87826051	5688973	GWS TOOL GROUP
88199010		ZOMBIE WHIRLER

**Foreign Trademark Applications and Registrations:**

<b><u>COUNTRY</u></b>	<b><u>SERIAL NO.</u></b>	<b><u>REG. NO.</u></b>	<b><u>MARK</u></b>
Brazil	917524330		ZOMBIE WHIRLER
Costa Rica	2019-005330		ZOMBIE WHIRLER