

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607179

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunland International, LLC dba Digistor		11/02/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CRU Data Security Group, LLC		
Street Address:	1000 SE Tech Center Drive, Suite 160		
City:	Vancouver		
State/Country:	WASHINGTON		
Postal Code:	98683		
Entity Type:	Limited Liability Company: WASHINGTON		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3871499	ARCHIVE FOR LIFE	
Registration Number:	4039766	DIGISTOR	
Registration Number:	2942661	DIGISTOR	
Registration Number:	5028575	VAULTDISK	
Registration Number:	5014637	VAULTSTOR	
CORRESPONDENCE DATA			
Fax Number:	5039729115		
<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:	(503) 224-6655		
Email:	mandi@khpate.com		
Correspondent Name:	DAVID P. COOPER / KOLISCH HARTWELL, P.C.		
Address Line 1:	520 S.W. YAMHILL ST., SUITE 300		
Address Line 4:	PORTLAND, OREGON 97204		
NAME OF SUBMITTER:	DAVID P. COOPER		
SIGNATURE:	/ David P. Cooper /		
DATE SIGNED:	11/05/2020		
Total Attachments: 15			
source=20201102 CDSG-Digistor Assignment and Assumption Agreement w-Redacted Asset Purchase			

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ASSIGNMENT AND ASSUMPTION AGREEMENT

Among: **CRU Data Security Group, LLC,** “Buyer”
a Washington limited liability company

And: **Sunland International, LLC, dba Digistor,** “Digistor”
a California limited liability company

Dated: November 2, 2020

Background

A. Buyer, Digistor and CDSG HoldCo, LLC are parties to that certain Asset Purchase and Contribution Agreement (“Agreement”) dated as of November 2, 2020. Capitalized terms used but not defined herein have the meanings assigned to the terms in the Agreement.

B. Pursuant to Section 9.1.8 of the Agreement, Digistor shall convey to Buyer all of Digistor’s right, title and interest in and to the Accounts Receivable, Assumed Contracts, Intellectual Property, Trademarks, Goodwill and other intangible property in the Assets (“Intangible Property”), and Buyer shall assume Digistor’s obligations with respect to such Intangible Property in accordance with the Agreement.

C. Pursuant to Section 9.2.5 of the Agreement, Buyer shall assume from Digistor all of Digistor’s right, title and interest in and to the Intangible Property.

Agreement

In consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto, intending to be bound, hereby agree as follows:

1. Digistor hereby assigns, transfers and conveys all of its right, title and interest in, to, and under the Intangible Property to Buyer.
2. Buyer hereby assumes all liabilities with respect to the Intangible Property, but only to the extent that such liabilities relate to the period after the Closing Date.
3. This Assignment and Assumption Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement, and it may be executed by facsimile signature.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed as of the date first above written.

Buyer: **CRU Data Security Group, LLC,**
a Washington limited liability company

By: 

Randal Barber
Chief Executive Officer

Digistor: **Sunland International, LLC dba Digistor,**
a California limited liability company

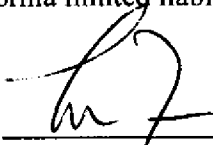
By: _____
[Name]
[Title]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed as of the date first above written.

Buyer: **CRU Data Security Group, LLC,**
a Washington limited liability company

By: _____
Randal Barber
Chief Executive Officer

Digistor: **Sunland International, LLC dba Digistor,**
a California limited liability company

By:  _____
Lawrence Friss
President

ASSET PURCHASE AND CONTRIBUTION AGREEMENT

CDSG - DIGISTOR

Among: **CRU Data Security Group, LLC,**
a Washington limited liability company “Buyer”

And: **CDSG HoldCo, LLC,**
a Washington limited liability company “HoldCo”

And: **Sunland International, LLC, dba Digistor,**
a California limited liability company “Digistor”

Dated: November 2, 2020

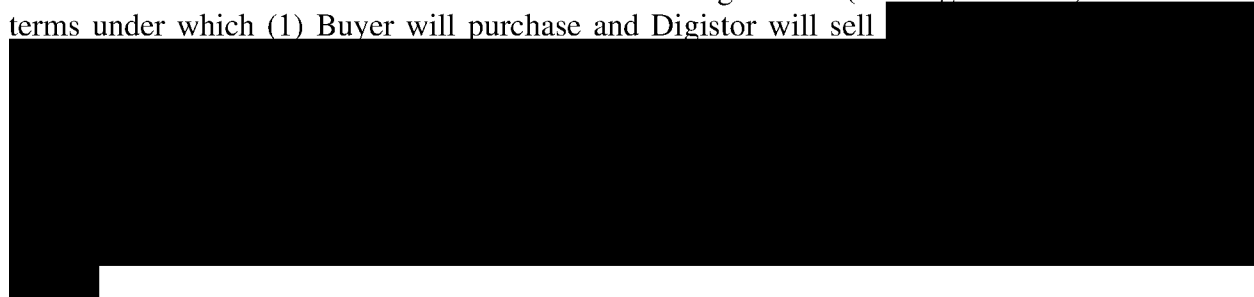
Background

A. Digistor is engaged in the design, manufacture and sale of digital archiving and data storage products including industrial-grade flash storage products, secure storage products, and digital-video storage solutions (the “Business,” as more fully defined below).

B. Buyer is engaged in the design, manufacture and sale of removable hard drives for highly secure and ruggedized applications.

C. HoldCo is the sole member of Buyer.

D. This Asset Purchase and Contribution Agreement (the “Agreement”) sets forth the terms under which (1) Buyer will purchase and Digistor will sell



Agreement

1. Defined Terms. The following capitalized terms shall have the meanings specified below. Other terms are defined in the text of this Agreement. Those terms shall have the meanings respectively ascribed to them. All such meanings shall be equally applicable to both the singular and plural forms of the terms defined or to the feminine or masculine gender, as the case may be, unless the context otherwise require.

1.1 “Affiliate” means, in respect to any person, any other person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person. The term “control” (including the terms “controlled by” and “under

**PAGES 2 – 12
OF AGREEMENT
REDACTED**

7. Allocations. The Transaction Value will be allocated among the Assets based upon the fair market values of the Assets (other than Goodwill), and the balance of the Transaction Value will be deemed to be allocated to Goodwill. Buyer and Digistor will complete IRS Form 8594 in a manner consistent with such allocations. The parties will be bound by that allocation in reporting the transactions contemplated by this Agreement to any governmental authority, including the Internal Revenue Service.

8. Closing. The “Closing” means the meeting of the parties or other occurrence at which the sale, assignment, assumption, transfer and delivery of the Assets from Digistor to Buyer, the payment of the Purchase Price and the other transactions contemplated by this Agreement are completed. The Closing will take place effective as of the close of business on the date of this Agreement (the “Closing Date”), with the expectation that the signing and Closing of this Agreement will be simultaneous.

9. Conditions to Closing.

9.1 Conditions Precedent to Buyer’s and HoldCo’s Obligations. The obligations of Buyer and HoldCo to proceed with the Closing is subject to satisfaction of (or waiver thereof by Buyer) the following conditions and the receipt by Buyer of the following documents at the Closing, all of which shall be deemed waived by Buyer if Buyer proceeds to Closing:

9.1.1 Accuracy of Representations. Digistor’s representations and warranties set forth in Section 10 will be true and correct in all material respects on the date of this Agreement and as of the Closing Date;

9.1.2 Approvals. Digistor shall have delivered to Buyer evidence reasonably satisfactory to Buyer of the approval of this Agreement and the transactions contemplated by this Agreement by all of the members and managers of Digistor;

9.1.3

[REDACTED]

9.1.4

[REDACTED]

9.1.5

[REDACTED]

9.1.6

[REDACTED]

9.1.7 [REDACTED]

9.1.8 Assignments and Assumptions. Digistor will have executed and delivered to Buyer one or more assignment and assumption agreements conveying the Accounts Receivable, Assumed Contracts, Intellectual Property, Trademarks, Goodwill and other intangible property in the Assets in a form reasonably acceptable to Buyer;

9.1.9 [REDACTED]

9.1.10 [REDACTED]

9.1.11 [REDACTED]

9.1.12 [REDACTED]

9.2 [REDACTED]

9.2.1 [REDACTED]

9.2.2 [REDACTED]

9.2.3 [REDACTED]

9.2.4 [REDACTED]


9.2.5 [REDACTED]

**PAGES 15-35
OF AGREEMENT
REDACTED**

**SIGNATURE PAGE
TO
ASSET AND CONTRIBUTION PURCHASE AGREEMENT
CDSG - DIGISTOR**

Buyer, HoldCo and Digistor have executed this Asset Purchase and Contribution Agreement dated as of the date specified on Page 1.

Buyer: **CRU Data Security Group, LLC,**
a Washington limited liability company

By: 

Randal Barber
Chief Executive Officer

HoldCo: **CDSG HoldCo, LLC,**
a Washington limited liability company

By: 

Randal Barber
Chief Executive Officer

Digistor: **Sunland International, LLC dba Digistor,**
a California limited liability company

By: _____
[Name]
[Title]

**SIGNATURE PAGE
TO
ASSET AND CONTRIBUTION PURCHASE AGREEMENT
CDSG - DIGISTOR**

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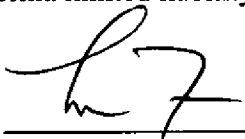
Buyer: **CRU Data Security Group, LLC,**
a Washington limited liability company

By: _____
Randal Barber
Chief Executive Officer

HoldCo: **CDSG HoldCo, LLC,**
a Washington limited liability company

By: _____
Randal Barber
Chief Executive Officer

Digistor: **Sunland International, LLC dba Digistor,**
a California limited liability company

By: 

Lawrence Friss
President

**BUYER AND SELLER
DISCLOSURE SCHEDULES
REDACTED**

Schedule 1.2.7
Trademarks

Digistor has the following “Trademarks”.

Serial Number	Reg. Number	Word Mark
77888021	3871499	ARCHIVE FOR LIFE ²¹
85185584	4039766	DIGISTOR
76503038	2942661	DIGISTOR
86786221	5028575	VAULTDISK
86786308	5014637	VAULTSTOR

International Registration	Word Mark	Jurisdiction
903180	DIGISTOR	European Union, Japan, Singapore

Digistor has the following Logo; however, no formal registration of this logo has been made.



Digistor has the following patents.

Design Patents:

- 1) US D815,641 – Removable SSD Device;
- 2) US D773,469 – Optical Drive with Removeable SSD; and
- 3) US D773,468 – Optical and SSD Drive Faceplate.

Utility Patents Pending:

Docket No.	CC	Title	Status	App. No.	Filing Date
55LG-252050	US	Secure Computer Access Using Removable Bootable Drives	Pending	15/486,253	04/12/17

²¹ Note: The trademark for “ARCHIVE FOR LIFE” is not currently in use, is expected to require renewal by November 2, 2020 (with a six-month grace period), and will expire on May 2, 2021. Digistor is unsure whether this mark could even be renewed given it is not currently in active use.

DIGI-0002.WO01	WO	Embedded Removable Boot Drive	Pending	PCT/US19/30751	05/03/18
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Digistor has the following domain names.

AKINAGAMES.COM

AKINAGAMESONLINE.COM

AKINAINTERACTIVE.COM

ARCHIVEFORLIFE.COM

dellvaultdisk.com

DIGISTOR.BIZ

DIGISTOR.CA

DIGISTOR.CO

DIGISTOR.COM

DIGISTOR.INFO

DIGISTOR.ME

DIGISTOR.MOBI

DIGISTOR.ORG

DIGISTOR.US

digistorburners.com

DIGISTORDIRECT.COM

digistordrives.com

digistordvd.com

DIGISTORINC.COM

DIGISTORLLC.COM

DIGISTORMEDIA.COM

digistoroptical.com

DIGISTORSD.COM

DIGISTORSSD.COM

DIGISTORSTORE.COM

DIGISTORUSA.COM

MYDIGISTOR.COM

OPTICSTOR.COM

PANASONICDRIVES.COM

SHOPDIGISTOR.COM

SLIDIRECT.COM

slidirect.net

SLIMDRIVES.COM

sunland-intl.com

vaultdisk.com

vaultdisk.us

**BUYER AND SELLER
DISCLOSURE SCHEDULES
REDACTED**