

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM735620

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FOX LABS INTERNATIONAL, INC.		05/25/2022	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	BYRNA TECHNOLOGIES INC.		
Street Address:	100 Burt Rd., Suite 115		
City:	Andover		
State/Country:	MASSACHUSETTS		
Postal Code:	01810		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3839577	FIVE POINT THREE	
Registration Number:	5717215	FIVE POINT THREE2	
Registration Number:	3662307	FOX	
Registration Number:	3662306		
Registration Number:	3662308	MEAN GREEN	
Registration Number:	5753388	ONE POINT FOUR	
Registration Number:	5471296	RING OF FIRE	
Registration Number:	2907666	SUDECON	
Registration Number:	4769579	WHITE LIGHTNING	
Serial Number:	90901863	FOXFIRE	
CORRESPONDENCE DATA			
Fax Number:	7166260366		
<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:	7166261564		
Email:	esimpson@idealawyers.com		
Correspondent Name:	ELLEN S. SIMPSON		
Address Line 1:	5555 Main Street		
Address Line 4:	Williamsville, NEW YORK 14221		

OP \$265.00 3839577

ATTORNEY DOCKET NUMBER:	SDIG102US
NAME OF SUBMITTER:	Ellen S. Simpson
SIGNATURE:	/Ellen S. Simpson/
DATE SIGNED:	06/17/2022
Total Attachments: 4 source=Intellectual Property Assignment Agreement_ Fox Labs 05.25.22#page1.tif source=Intellectual Property Assignment Agreement_ Fox Labs 05.25.22#page2.tif source=Intellectual Property Assignment Agreement_ Fox Labs 05.25.22#page3.tif source=Intellectual Property Assignment Agreement_ Fox Labs 05.25.22#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of May 25, 2022, is made by Fox Labs International, Inc., a Michigan corporation ("Fox Labs"), in favor of BYRNA TECHNOLOGIES INC., a Delaware corporation ("Byrna"), the purchaser of the assets of Fox Labs pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), by and between the Fox Labs and Byrna.

WHEREAS, under the terms of the Asset Purchase Agreement, Fox Labs has conveyed, transferred, and assigned to Byrna, among other assets, the intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and any corresponding entities or agencies in any applicable jurisdictions, as necessary.

NOW THEREFORE, the parties agree as follows:

1. Definitions. Any capitalized terms used herein and not otherwise defined herein will have the meaning assigned to such terms in the APA.

2. Assignment; Recordation.

(a) For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fox Labs hereby irrevocably conveys, transfers, and assigns to Byrna, and Byrna hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):

(i) trade dress, trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof, and any applicable common law trademarks relating to the Purchased Assets (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(ii) all rights of any kind whatsoever of Fox Labs accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(iii) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(iv) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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

(v) the Purchased Intellectual Property as described in Section 1.2(a)(iv) of the Asset Purchase Agreement.

(b) Recordation and Further Actions. Fox Labs hereby authorizes the Commissioner for Patents for the United States Patent and Trademark Office ("USPTO"), the Commissioner for Trademarks for the USTPO, and similar officers for any corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Byrna. Following the date hereof, Fox Labs shall take such steps and actions, and provide such cooperation and assistance to Byrna and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Byrna, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Fox Labs and Byrna with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

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

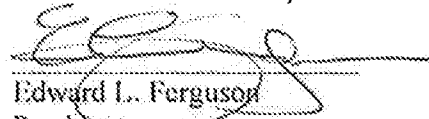
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

IN WITNESS WHEREOF, Fox Labs has duly executed and delivered this IP Assignment as of the date first above written.

FOX LABS INTERNATIONAL, INC.

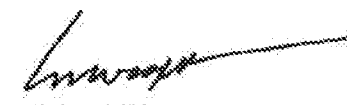
By:


Edward L. Ferguson
President

ACCEPTED AND AGREED TO:

BYRNA TECHNOLOGIES INC.

By:


Michael Wager
Chief Strategy Officer