

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM755474

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Safety Products Inc.		06/20/2017	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	GH Armor Systems Inc.		
Street Address:	1 Sentry Drive		
City:	Dover		
State/Country:	TENNESSEE		
Postal Code:	37058		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2660555	GATOR HAWK ARMOR	
Registration Number:	3699641	GH ARMOR SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	2122453009		
<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:	2125416222		
Email:	Trademark@kanekessler.com		
Correspondent Name:	Brendan P. McFeely		
Address Line 1:	600 Third Avenue		
Address Line 2:	35th Floor		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	8485-6		
NAME OF SUBMITTER:	Brendan P. McFeely		
SIGNATURE:	/Brendan P. McFeely/		
DATE SIGNED:	09/15/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made and entered into effective as of June 20, 2017 (the "Effective Date") by and between Pacific Safety Products Inc., a Canada Corporation having a place of business at 124 Fourth Avenue, Arnprior, Ontario K7S 0A9 ("Assignor") and GH Armor Systems Inc., a Delaware corporation, having a place of business located at 1 Sentry Drive, Dover, TN 37058 ("Assignee") (each a "Party," and collectively, the "Parties").

WHEREAS, pursuant to the completion of the Arrangement on December 20, 2016, Med-Eng Holdings ULC completed its acquisition of Pacific Safety Products Inc. and its subsidiary GH Armor Systems Inc. (the "Acquisition").

WHEREAS, it has been determined that it would be appropriate and desirable to assign certain trademarks set forth on Schedule A owned by Pacific Safety Products Inc. to its subsidiary, GH Armor Systems Inc. as part of the Acquisition.

WHEREAS, in connection with such acquisition and corporate reorganization, Assignor desires to transfer certain trademark assets to Assignee pursuant to this Assignment Agreement entered into by the Parties;

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged:

1. Assignor hereby assigns, transfers and delivers to Assignee, all of its respective right, title and interest in and to such certain Trademarks, including the right to sue for past infringement, and goodwill of the business relations to the Trademark and to the wares or services associated with it, and Assignee hereby acquires and accepts from Assignor all of Assignor's respective right, title, goodwill and interest in and to the Trademarks, including the right to sue for past infringement.

2. This Assignment shall be binding upon and shall inure to the benefit of and be enforceable by, the Parties hereto and their respective successors and permitted assigns. Assignee may assign its rights or obligations hereunder without the prior written consent of Assignor.

3. None of the provisions in this Agreement may be waived, changed or altered except in writing signed by all of the parties hereto.

4. This Assignment and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without reference to the choice of law principles thereof. The parties hereto irrevocably consent to the exclusive jurisdiction of the federal and state courts located in the State and County of New York in connection with any action or proceeding arising out of or relating to this Assignment.

5. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. A photocopy, facsimile, or scanned copy of a signature of this Assignment shall have the same force and effect as an original ink signature.

Signature Page Follows

IN WITNESS WHEREOF, each Party hereto has caused this Assignment to be executed as of the Effective Date by its duly authorized officer.

ASSIGNOR

PACIFIC SAFETY PRODUCTS INC.

By: 
Rob Reynolds, Vice President

ASSIGNEE

GH ARMOR SYSTEMS INC.

By: _____
Chris Grado, Vice President

IN WITNESS WHEREOF, each Party hereto has caused this Assignment to be executed as of the Effective Date by its duly authorized officer.

ASSIGNOR

PACIFIC SAFETY PRODUCTS INC.

By: _____
Rob Reynolds, Vice President

ASSIGNEE

GH ARMOR SYSTEMS INC.

By: _____

Chris Grado, Vice President

SCHEDULE A
TRADEMARKS

GATOR HAWK ARMOR	76/231594	2,660,555
GH ARMOR SYSTEMS	77/358581	3,699,641