

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320420

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ultimate Survival Technologies, Inc.		10/10/2014	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Revere Survival Inc.		
Street Address:	5323 Highway Ave.		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32254		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4263770	REVERE SURVIVAL PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	716-843-3905		
Email:	trademarks@jaeckle.com		
Correspondent Name:	Patrick A. Quinlan		
Address Line 1:	200 Delaware Ave.		
Address Line 2:	Suite 900		
Address Line 4:	Buffalo, NEW YORK 14202-2107		
ATTORNEY DOCKET NUMBER:	97704-042914		
NAME OF SUBMITTER:	Patrick A. Quinlan		
SIGNATURE:	/Patrick A. Quinlan/		
DATE SIGNED:	10/17/2014		
Total Attachments: 5			
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TRADEMARK

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), dated as of the 10th day of October 2014, is made by and between ULTIMATE SURVIVAL TECHNOLOGIES INC., a Florida corporation ("Assignor"), and REVERE SURVIVAL INC., a Delaware corporation ("Assignee").

RECITALS

A. Assignor, Assignee, Howard Kaufmann and Andrew Kaufmann are parties to that certain Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement").

B. Pursuant to the Asset Purchase Agreement, the Assignee is acquiring from Assignor certain assets of the Assignor, including Assignor's rights and benefits with respect to all trademarks and trademark applications owned by Assignor as of the date of this Assignment, each of which are set forth on Exhibit A attached hereto (collectively the "Marks").

C. As required by the Asset Purchase Agreement, effective as of the Closing Date, Assignor shall assign all of its right, title and interest in and to the Marks, subject to the terms and conditions set forth in the Asset Purchase Agreement.

NOW, THEREFORE in consideration of the mutual promises contained herein, Assignor and Assignee agree as follows:

1. Certain Definitions. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Asset Purchase Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, and sets over its entire right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and the registrations thereof.

3. Further Assurances. At any time and from time to time after the date hereof, at Assignee's request and without further consideration, Assignor promptly shall execute and deliver, and shall cause its affiliates and employees to execute and deliver, such instruments of sale, transfer, conveyance, assignment and confirmation, and take such other action, as Assignee may reasonably request to more effectively transfer, convey and assign to Assignee, and to confirm Assignee's title to, any or all of the Marks.

4. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that 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.

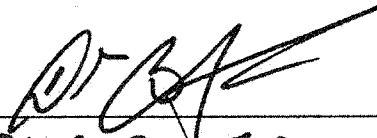
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

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

(Signature Page Follows)

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed as of the date and year first above written.

REVERE SURVIVAL INC.

By: 
Name: DOUG BAXTER
Title: PRESIDENT

ULTIMATE SURVIVAL TECHNOLOGIES INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed as of the date and year first above written.

REVERE SURVIVAL INC.

By: _____
Name:
Title:

**ULTIMATE SURVIVAL TECHNOLOGIES
INC.**


By:  _____
Name: Andrew Kaufman
Title: President

Exhibit A

The following are fictitious names used in relation to the Business:

1. Revere Supply Co.
2. Revere Supply Company
3. Revere Survival Products

The following is a registered trademark used in relation to the Business:

REVERE SURVIVAL PRODUCTS

The following are unregistered trademarks used in connection with marketing of Revere branded life rafts and lifejackets:

1. Coastal Cruiser
2. Coastal Cruiser 2.0
3. Coastal Commander
4. Coastal Commander 2.0
5. Offshore Ocean
6. Offshore Commander
7. Offshore Commander 2.0
8. Coastal Elite
9. Offshore Elite
10. Coastal Compact
11. Aero Elite
12. Aero Compact
13. Rescue Racer
14. Comfort Max
15. Sport Max