

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM330387

<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>
SCHOTT Gemtron Corporation		01/22/2015	CORPORATION: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Anthony, Inc.		
<b>Street Address:</b>	12391 Montero Avenue		
<b>City:</b>	Sylmar		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91342		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4452573	DENALI	
<b>Registration Number:</b>	4382975	KODIAK	
<b>Registration Number:</b>	3972037	POLARIS	
<b>Registration Number:</b>	3943691	CROSSFIRE	
<b>Registration Number:</b>	3940584	CROSSFIRE	
<b>Registration Number:</b>	3288523	INFINITY	
<b>Registration Number:</b>	3151335	YUKON	
<b>Registration Number:</b>	3142582	POLAR	
<b>Registration Number:</b>	3163082	SIERRA	
<b>Registration Number:</b>	3171869	TUNDRA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4142974900		
<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>	414 271-2400		
<b>Email:</b>	jrodriguez@foley.com, IPDocketing@foley.com		
<b>Correspondent Name:</b>	Dayna M. Frenkel / Foley & Lardner LLP		
<b>Address Line 1:</b>	777 East Wisconsin Avenue		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		

OP \$265.00 4452573

<b>ATTORNEY DOCKET NUMBER:</b>	107939-0230
<b>NAME OF SUBMITTER:</b>	Dayna M. Frenkel
<b>SIGNATURE:</b>	/Dayna M Frenkel/
<b>DATE SIGNED:</b>	01/29/2015

**Total Attachments: 6**

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source=Trademark Assignment Agreement (1-22-15)#page6.tif

## TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (this “**Trademark Assignment**”), dated as of January 22, 2015, is made by SCHOTT Gemtron Corporation, a Tennessee corporation (“**Seller**”), having offices located at 615 Highway 68, Sweetwater, Tennessee 37874, in favor of Anthony, Inc., a Delaware corporation (“**Purchaser**”), having offices located at 12391 Montero Avenue Sylmar, California 91342.

### RECITAL

Pursuant to the terms of that certain Agreement for Sale and Purchase of Assets of even date herewith (the “**Purchase Agreement**”), by and between Seller and Purchaser, Seller has conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment for recording with governmental authorities including without limitation the U.S. Patent and Trademark Office.

### AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **Assignment.** In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all of Seller’s right, title and interest in and to the U.S. trademarks listed in Schedule 1 of this Trademark Assignment (collectively, the “**Assigned Trademarks**”), and together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

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

(c) 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; and

(d) 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 without limitation 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.

2. **Recordation and Further Actions.** Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Purchaser. Seller shall, at Purchaser's expense, take such steps and actions following the date hereof, including without limitation the execution of any documents, files, registrations or other similar items, reasonably necessary to ensure that the Assigned Trademarks are properly assigned to Purchaser.

3. **Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including without limitation the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. **Counterparts.** This Trademark Assignment may be executed in multiple counterparts (including execution by facsimile or scanned email signature), each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

5. **Successors and Assigns.** This Trademark 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 Trademark 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 Trademark 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

*[Signatures appear on following page.]*

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed by their duly authorized representatives as of the date first written above.

“Seller”

“Purchaser”

SCHOTT GEMTRON CORPORATION

ANTHONY, INC.

By: M. Jaeckel  
Name: M. Jaeckel  
Title: Chief Compliance Officer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEW YORK )  
 )  
COUNTY OF WESTCHESTER )

ss: Robert Galante  
Notary Public, State of New York  
No. 01GA6014493  
Qualified in Westchester Cty  
Commission Exp. October 13, 2018

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of JANUARY, 2015, by MANFRED JAECKEL as CHIEF COMPLIANCE OFFICER of SCHOTT Gemtron Corporation, a Tennessee corporation.

Witness my hand and official seal.

My commission expires: OCTOBER 13, 2018

Robert Galante  
Notary Public

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

ss:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Anthony, Inc., a Delaware corporation.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

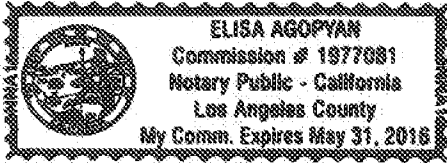
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of LOS ANGELES )
On JANUARY 22, 2015 before me, ELISA AGOPYAN, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared CRAIG LITTLE
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Elisa Agopyan
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: SIGNATURE PAGE TO TRADE MAR ASSIGNMENT AGREEMENT Document Date:
Number of Pages: 1 Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)
Signer's Name:
Corporate Officer -- Title(s):
Partner -- Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

**SCHEDULE 1**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>TRADEMARK</b>	<b>U.S. REGISTRATION NO.</b>
<b>DENALI</b>	<b>4452573</b>
<b>KODIAK</b>	<b>4382975</b>
<b>POLARIS</b>	<b>3972037</b>
<b>CROSSFIRE</b>	<b>3943691</b>
<b>CROSSFIRE</b>	<b>3940584</b>
<b>INFINITY</b>	<b>3288523</b>
<b>YUKON</b>	<b>3151335</b>
<b>POLAR</b>	<b>3142582</b>
<b>SIERRA</b>	<b>3163082</b>
<b>TUNDRA</b>	<b>3171869</b>