

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351416

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Life Wear Technologies, Inc.		06/30/2015	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Modular Thermal Technologies, LLC		
Street Address:	935 Roger Williams Way		
City:	North Kingstown		
State/Country:	RHODE ISLAND		
Postal Code:	02852		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3824920	FLEX AID	
Serial Number:	86607591	GRIP WRAP	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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:	617-248-5000		
Email:	tmadmin@choate.com		
Correspondent Name:	Daniel L. Scales		
Address Line 1:	Two International Place		
Address Line 2:	Choate, Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2011582.0001		
NAME OF SUBMITTER:	Daniel L. Scales		
SIGNATURE:	/Daniel L. Scales/		
DATE SIGNED:	08/12/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and entered into as of June 30th, 2015 by Life Wear Technologies, Inc., a Florida corporation, with an address of 4130 NE 24th Avenue, Lighthouse Point, FL 33064 (the "Assignor"), to Modular Thermal Technologies, LLC, a Delaware limited liability company with an address of 935 Roger Williams Way, North Kingstown, Rhode Island 02852 (the "Assignee") (each a "Party," and collectively the "Parties"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"), pursuant to which Assignee has agreed to purchase from the Assignor, and Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, all of Assignor's right, title and interest in and to the trademarks identified on Schedule A attached hereto (the "Marks") together with the goodwill associated therewith; and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Marks and the business and goodwill of the business in connection with which the aforesaid Marks have been used; and

WHEREAS, concurrently with the execution and delivery of this Assignment, Assignor and Assignee are consummating the transactions contemplated by the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the sufficiency of which are hereby acknowledged by both Parties, the undersigned Parties, intending to be legally bound, agree as follows:

1. The preamble shall form part of this Agreement.
2. Assignment. Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors and assigns, the entire right, title, and interest of Assignor in and to said Marks, including any renewals and extensions of the registrations that are or may be secured, now or hereafter in effect, together with the business and goodwill of the business in connection with which the aforesaid Marks have been used, and including (a) all income, royalties and rights to payment with respect to the Marks, and (b) all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks with the right to sue for, and collect the same for the Assignee's own use and enjoyment.
3. Further Assurances. The Assignor shall provide to the Assignee commercially reasonable cooperation and assistance at the Assignee's request, without charge but at the Assignee's expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Marks, (b) in the prosecution or defense of any

cancellation, opposition, infringement or other proceedings that may arise in connection with the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein, (c) in obtaining any additional trademark protection for the Marks that the Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all countries foreign to the United States of America and (d) for the implementation or perfection of the provisions of this Assignment.

4. Conflicts. Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Asset Purchase Agreement. Nothing in this Assignment should be deemed to supersede or enlarge or modify any of the provisions of the Asset Purchase Agreement. If any conflict exists between the terms of this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

5. Miscellaneous. This Assignment of Trademarks shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, legal representatives, successors and assigns, and shall be construed and enforced in accordance with the laws of the State of Rhode Island, without regard to its conflicts of law provisions. This Assignment of Trademarks may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of executed signature pages hereof by facsimile transmission shall constitute effective and binding execution and delivery hereof.

[The remainder of this page is intentionally left blank.]

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

ASSIGNOR:

LIFE WEAR TECHNOLOGIES, INC.

By: 

Name: Joseph Giacchino

Title: President

ASSIGNEE:

MODULAR THERMAL
TECHNOLOGIES, LLC

By: _____

Name: Bradley J. Waugh

Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005599 FRAME: 0561

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

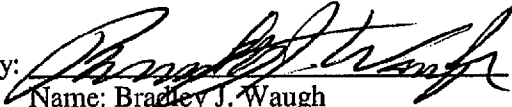
ASSIGNOR:

LIFE WEAR TECHNOLOGIES, INC.

By: _____
Name: Joseph Giaquinto
Title: President

ASSIGNEE:

MODULAR THERMAL
TECHNOLOGIES, LLC

By: 
Name: Bradley J. Waugh
Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005599 FRAME: 0562

SCHEDULE A

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration/ Serial No.</u>	<u>Next Renewal Date</u>
FLEXAID®	United States	3,824,920	
GRIP WRAP™	United States	86607591	

6670828