

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368084

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900347705
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wearsafe Lab Holdings LLC		12/02/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wearsafe Labs LLC
Street Address:	1429 Park Street
Internal Address:	Suite 205
City:	Hartford
State/Country:	CONNECTICUT
Postal Code:	06106
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4871791	WEARSAFE
Registration Number:	4868127	WEARSAFE TAG
Registration Number:	4868084	WEARSAFE TAG
Registration Number:	4842644	WEARSAFE
Registration Number:	4842678	
Registration Number:	4842647	TAG
Serial Number:	86766816	SAFETY FOR YOUR WHOLE LIFE
Serial Number:	86427840	TAG
Serial Number:	86427836	TAG YOU'RE IN!
Serial Number:	86427834	WEARSAFE YOUR CHOICE

CORRESPONDENCE DATA

Fax Number: 8607242161

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.

Phone: 8607242160

Email: dbb@aetonlaw.com

TRADEMARK

Correspondent Name: David Benoit
Address Line 1: 101 Centerpoint Drive
Address Line 2: Suite 105
Address Line 4: Middletown, CONNECTICUT 06457

NAME OF SUBMITTER: David B. Benoit

SIGNATURE: /David B. Benoit/

DATE SIGNED: 01/06/2016

Total Attachments: 1
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ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "*Agreement*") is made and entered into as of December 2, 2015 (the "*Effective Date*"), by and between Wearsafe Labs Holdings LLC, a Delaware limited liability company ("*Assignor*") and Wearsafe Labs LLC, a Delaware limited liability company ("*Wearsafe*").

WHEREAS, Assignor desires to assign to Wearsafe, and Wearsafe desires to accept from Assignor all assets of Assignor, including those set forth on Schedule A (the "*Acquired Assets*"), in consideration for the assignment to and assumption by Wearsafe of all of the liabilities related to the Acquired Assets (the "*Assumed Liabilities*");

WHEREAS, Assignor and Wearsafe now seek to consummate (i) the contribution, assignment, transfer, conveyance and delivery of the Acquired Assets to Wearsafe, and (ii) the assignment to and assumption by Wearsafe of the Assumed Liabilities.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, it is hereby agreed that:

1. **Assignment and Assumption.** In exchange for the assumption by Wearsafe of the Assumed Liabilities, Assignor hereby unconditionally and irrevocably transfers, assigns and sets over to Wearsafe all of Assignor's right, title and interest in, to and under the Acquired Assets (including without limitation all goodwill, and all claims of Assignor against third parties relating to any of the Acquired Assets, whether known or unknown), effective as of the Effective Date (the "*Assignment*") and Wearsafe does hereby accept the Assignment and agrees that it will pay, perform and discharge fully when due all of the Assumed Liabilities and will perform all of the obligations of Assignor to be performed under any assumed contracts included therein. If and to the extent that Assignor receives any proceeds from any of the Acquired Assets, it shall immediately transfer the same to Wearsafe.

2. **[Reserved].**

3. **Further Actions.** The transactions contemplated hereby shall not constitute an agreement to assign or transfer and shall not effect the assignment or transfer of any contract included in the Acquired Assets for which an attempted assignment, without the required approval, authorization or consent of any third party thereto, would constitute a breach thereof. If any contracts or contract rights included among the Acquired Assets are not assignable or transferable (either by virtue of the provisions thereof or under applicable law) without the consent of some other party or parties, Assignor and Wearsafe shall use reasonable best efforts to obtain such consents prior to the Effective Date. Further, Assignor and Wearsafe shall take all further actions and sign and deliver any additional documents after the date of this Agreement as Assignor or Wearsafe shall deem reasonably necessary to complete the transactions contemplated by this Agreement. Assignor, within its power, shall do or cause to be done all acts necessary or proper to preserve, and shall not impair, Wearsafe's possession and control of all of the Acquired Assets, and to preserve the goodwill relating to the Acquired Assets.

4. **Authorization and Enforceability.** Assignor and Wearsafe represent and warrant to the other that (a) such party has the full capacity, power, and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and (b) this Agreement is binding upon such party and is enforceable against such party in accordance with the terms of the Agreement, except as enforceability may be limited or otherwise affected by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium, or other laws affecting creditors' rights or contractual obligations generally or equitable principles affecting the enforceability of remedies (regardless of whether the enforceability is considered in a proceeding at law or in equity).

5. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided that neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the other party's prior written consent; provided further that the foregoing shall not prevent or limit Wearsafe from selling, transferring or otherwise disposing of any of the Acquired Assets or Assumed Liabilities.

6. **Entire Agreement.** This Agreement, and the exhibits to this Agreement (which are incorporated in this Agreement by reference), and the agreements referred to in this Agreement, contain the entire agreement and understanding of the parties and supersede all prior agreements, negotiations, arrangements, and understandings relating to the subject matter of this Agreement.

7. **Amendments and Waivers.** This Agreement may be amended, modified, superseded, or canceled, and any of the terms, covenants, representations, warranties or conditions in this Agreement may be waived, only by a written instrument signed by each party or, in the case of a waiver, by or on behalf of the party waiving compliance. The failure of any party at any time to require performance of any provision in this Agreement shall not affect the right at a later time to enforce that or any other provision. No waiver by any party of any condition, or of any breach of any term, covenant, representation, or warranty contained in this Agreement, in any one or more instances, shall be deemed to be a further or continuing waiver of that or any other condition or breach.

8. **Severability and Construction.** This Agreement shall be interpreted in all respects as if any invalid or unenforceable provision were omitted from this Agreement. All provisions of this Agreement shall be enforced to the full extent permitted by law. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

9. **Governing Law.** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of Delaware, without regard to conflicts of law principles. EACH PARTY ABSOLUTELY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT.

10. **Headings.** The headings used in this Assignment have been inserted for convenience and do not constitute provisions to be construed or interpreted in connection with this Assignment.

11. **Counterparts.** This Agreement may be signed in original or by portable document format (.pdf) or fax in counterparts, each of which shall be deemed an original, and all of the counterparts together shall constitute one complete document.

[Signature Page Follows]

The parties have executed this Assignment and Assumption Agreement as of the Effective Date.

WEARSAFE LABS HOLDINGS LLC

By: David Benoit

Name: David Benoit

Title: Co-President and Secretary

WEARSAFE LABS LLC

BY WEARSAFE LABS HOLDINGS, LLC, ITS SOLE MEMBER

By: David Benoit

Name: David Benoit

Title: Co-President and Secretary

[Signature page to Assignment and Assumption Agreement]

Schedule A

Trademarks

US Trademarks

Serial Number	Reg. Number	Mark
86413195	4842644	WEARSAFE
86427839		WEARSAFE
86427841		WEARSAFE TAG
86413660		WEARSAFE TAG
86427842	4842678	(Exclamations Design Mark)
86413658	4842647	TAG
86766816		SAFETY FOR YOUR WHOLE LIFE
86427840		TAG
86427836		TAG YOU'RE IN!
86427834		WEARSAFE YOUR CHOICE

International Trademarks

Brand	Source	Status	ID
WEARSAFE TAG	Canada	PEND	CATM.1754235-00
TAG	Canada	PEND	CATM.1754221-00
WEARSAFE	Canada	PEND	CATM.1754255-00
(Exclamations Design Mark)	Canada	PEND	CATM.1754263-00
WEARSAFE TAG	Madrid Protocol: China, E.U, Israel, Japan	ACTIVE	MAD.1264462
(Exclamations Design Mark)	Madrid Protocol: China, E.U, Israel, Japan	ACTIVE	MAD.1266840
WEARSAFE	Madrid Protocol: China, E.U, Israel, Japan	ACTIVE	MAD.1273747
(Exclamations Design Mark)	Israel	PEND	ILTM.278724
WEARSAFE	Israel	PEND	ILTM.280084
WEARSAFE TAG	Israel	PEND	ILTM.278241