

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377124

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900356402		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DISC-LOCK, INC.		02/29/2016	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	DISC-LOCK, LLC		
Street Address:	400 Riverwalk Parkway		
Internal Address:	Suite 600		
City:	Tonawanda		
State/Country:	NEW YORK		
Postal Code:	14150		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1088511	DISC-LOCK	
CORRESPONDENCE DATA			
Fax Number:	8049167271		
<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:	804.916.7160		
Email:	trademarksri@leclairryan.com		
Correspondent Name:	Edward T. White, LeClairRyan		
Address Line 1:	919 East Main Street		
Address Line 2:	Twenty-Fourth Floor		
Address Line 4:	Richmond, VIRGINIA 23219		
ATTORNEY DOCKET NUMBER:	48504.0003		
NAME OF SUBMITTER:	EDWARD T. WHITE		
SIGNATURE:	/Edward T. White/		
DATE SIGNED:	03/18/2016		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("*IP Assignment*"), dated as of February 29, 2016, is made by Disc-Lock, Inc., a California corporation ("*Seller*"), located at 6101 W. Centinela Ave., Suite 280, Culver City, CA 90230, in favor of Disc-Lock, LLC, a New York limited liability company ("*Buyer*"), located at 400 Riverwalk Parkway, Suite 600, Tonawanda, NY 14150, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement among Buyer, Seller, Alistair N. McKinlay, and Greg White, dated as of even date (the "*Asset Purchase Agreement*").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, free and clear of any and all Encumbrances other than Permitted Encumbrances, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "*Assigned IP*"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;

(b) the trademark registrations set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the "*Trademarks*"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) 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;

(d) 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

(e) 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 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 hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. 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.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

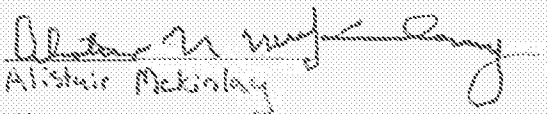
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP 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 IP 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).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

DISC-LOCK, INC.

By: 
Alistair McKinlay

Name:

Title: President

Address for Notices:

6101 W. Centinela Ave., Suite 280,
Culver City, CA 90230

AGREED TO AND ACCEPTED:

DISC-LOCK, LLC

By:

Name:

Title:

Address for Notices:

400 Riverwalk Parkway, Suite 600
Tonawanda, NY 14150

TRADEMARK

REEL: 005752 FRAME: 0135

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DISC-LOCK, INC.

By: _____

Name:

Title:

Address for Notices:

6101 W. Centinela Ave., Suite 280,
Culver City, CA 90230

AGREED TO AND ACCEPTED:

DISC-LOCK, LLC

By: _____

Name: *James Pickren*

Title: *Manager*

Address for Notices:

400 Riverwalk Parkway, Suite 600
Tonawanda, NY 14150

TRADEMARK

REEL: 005752 FRAME: 0136

SCHEDULE 1
ASSIGNED PATENTS AND PATENT APPLICATIONS

1. ANTI-BACK-OUT FASTENER FOR APPLICATIONS UNDER VIBRATIONS
 - a. United States Patent No.: 8,899,895 B2
 - b. Date of Patent: Dec. 2, 2014
 - c. Filed: Jan. 25, 2014

2. ANTI-BACK-OUT FASTENER FOR APPLICATIONS UNDER VIBRATIONS
 - a. United States Patent No.: 8,807,896 B2
 - b. Date of Patent: Aug. 19, 2014
 - c. Filed: Jul. 24, 2013

3. LOW-PROFILE CAM LOCKING THREADED FASTENER
 - a. United States Patent No.: 8,506,223 B2
 - b. Date of Patent: Aug. 13, 2013
 - c. Filed: Aug. 14, 2009

4. WEDGE-LOCKING FASTENER ASSEMBLY WITH RING RETAINER FOR WASHER
 - a. United States Patent No.: 6,554,552 B2
 - b. Date of Patent: Apr. 29, 2003
 - c. Filed: Apr. 26, 2001

5. SELF-LOCKING SAFETY WHEEL NUT WITH LOCKING WRENCH
 - a. United States Patent No.: 6,039,524
 - b. Date of Patent: Mar. 21, 2000
 - c. Filed: Sep. 14, 1998

6. SELF-LOCKING FASTENER WITH CAPTIVE WASHER
 - a. United States Patent No.: 5,688,091
 - b. Date of Patent: Nov. 18, 1997
 - c. Filed: Apr. 30, 1996

7. WEDGE-LOCKING FASTENER ASSEMBLY WITH A CAMMED FLANGE
 - a. United States Patent No.: 5,626,449
 - b. Date of Patent: May 6, 1997
 - c. Filed: Sep. 15, 1995

8. ANTI-BACK-OUT FASTENER FOR APPLICATIONS UNDER VIBRATION
 - a. International Application Number: PCT/US2015/021648
 - b. International Filing Date: 20 March 2015

SCHEDULE 2
ASSIGNED TRADEMARKS REGISTRATIONS

1. WORD MARK REGISTERED WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE: DISC-LOCK
 - REGISTRATION NUMBER: 1088511
 - REGISTRATION DATE: APRIL 4, 1978
 - FILING DATE: FEBRUARY 3, 1977