900364454 05/13/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM384297

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900363224

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Development Group International, LLC		06/18/2015	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	DS Holdings, Inc.	
Street Address:	PO Box 1555	
City:	Lolo	
State/Country:	MONTANA	
Postal Code:	59847	
Entity Type:	Corporation: MONTANA	

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2336585	SECURA GLAZE
Registration Number:	2681736	DRAGON SKIN
Registration Number:	2914841	BLAST LITE
Registration Number:	2749791	CLEAR VUE
Registration Number:	3461305	PROTECTED BY THE DRAGON
Registration Number:	2015021	TARGETED SECURITY CONSULTANTS LTD.
Registration Number:	2599243	PINNACLE ARMOR
Registration Number:	2854255	PINNACLE ARMOR
Registration Number:	2689212	PINNACLE ARMOR
Registration Number:	2562553	PROTECTING THE LIVES OF THOSE WHO PROTEC

CORRESPONDENCE DATA

Fax Number: 2029749555

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: 919-662-2738

Email: dcipdocketing@akllp.com, kmcdermott@akllp.com

Correspondent Name: Sean S. Wooden
Address Line 1: Andrews Kurth LLP

900364454 REEL: 005788 FRAME: 0556

Address Line 2: 1350 | Street NW, Suite 1100
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 157196

NAME OF SUBMITTER: Sean Wooden

SIGNATURE: /Sean Wooden/

DATE SIGNED: 05/13/2016

Total Attachments: 6

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> TRADEMARK REEL: 005788 FRAME: 0557

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made this \mathcal{L} day of June, 2015, by and between American Development Group International LLC, a Delaware limited liability company (the "Assignor") and DS Holdings, Inc., a Montana corporation (the "Assignee").

WHEREAS, Assignor is the owner of record of the those certain trademarks and/or service marks ("Marks") as more fully described on <u>Exhibit A</u>, attached hereto and incorporated by this reference, together with the goodwill of the business symbolized thereby in connection with the goods on which the Marks are used ("Products").

WHEREAS, Assignee wishes to acquire all right, title and interest in Marks and Assignor wishes to transfer and assign its interest in the Marks to Assignee.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, and in accordance with applicable law, the parties hereby agree as follows:

- 1. Assignment. Assignor conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Marks, together with (i) the goodwill of the business relating to the Products in respect upon which the Marks are used and for which they are registered: (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damaged, and payments for past or future infringements and misappropriations of the Marks: and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.
- 2. <u>Assignor's Representations and Warranties</u>. Assignor hereby represents and warrants: (i) that it has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Marks to Assignee; (ii) that it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future; and (iii) that to the best of Assignor's knowledge, the Marks are valid and enforceable as of the date of this Agreement.
- 3. <u>Further Actions</u>. Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Marks and in enforcing any and all protections or privileges deriving from the Marks.
- 4. <u>Entire Agreement</u>. This Agreement sets forth the entire agreement between the parties, and supersedes any and all prior arrangements, understandings, or agreements between the parties pertaining to the subject matter of this Agreement.
- 5. Governing Law/Venue. Each party specifically acknowledges and agrees that this Agreement and its interpretation and enforcement are governed by the laws of the state of Montana. Furthermore, each party irrevocably (i) submits to the jurisdiction of any court of the State of Montana located in Missoula County for the purpose of any suit, action or other proceeding arising out of this Agreement or any of the agreements or transactions contemplated hereby (each, a "Proceeding"), (ii) agrees that all claims in respect of any Proceeding may be heard and determined in any such court, (iii) waives, to the fullest extent permitted by law, any immunity from jurisdiction of any such court or from any legal process therein, (iv) agrees not to commence any Proceeding other than in such courts and (v) waives, to the fullest extent permitted by law, any claim that such Proceeding is brought in an inconvenient forum.

Trademark Assignment -1

- 6. <u>Severability and Survival</u>. If for any reason any provision of this Agreement is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Agreement will not be affected and such provision will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision will then be enforceable and enforced. This Agreement will survive the termination of any arrangements contained in this Agreement.
- 7. <u>Attorney's Fees</u>. Should legal action be required to enforce or interpret any of the provisions of this Agreement or in any other way related to this Agreement, the prevailing party shall be entitled to all costs and reasonable attorney's fees incurred in connection therewith from the non-prevailing party.
- 8. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, including facsimile counterpart signature pages and counterpart signature pages in "portable document format" (.pdf), all of which taken together shall constitute one and the same instrument, and each of the parties hereto may execute this Agreement by signing any such counterpart.

[Signature page follows]

Trademark Assignment -2

SIGNATURE PAGE \mathbf{To} TRADEMARK ASSIGNMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ASSIGNOR:

ASSIGNEE:

American Development Group International, LLC

DS Holdings, Inc

By: finoly Youn T Name: Timothy German Its: Sole Managing Member

STATE OF Montune)
County of Missoula	: ss)
On this 18th day of Group International, LLC, the lim acknowledged the said instrument to 1	wn to be the Sole Manaying Membramerican Development ited liability company that executed the foregoing instrument, and be the free and voluntary act of said company, for the uses and purpose that he was authorized to execute the said instrument on behalf of said
GIVEN UNDER MY HAND written.	O AND OFFICIAL SEAL the day and year in this certificate first above
JILL J BROUGHTON NOTARY PUBLIC for the State of Montana Residing at Frenchtown, MT My Commission Expires October 29, 2016.	Notary Rublic (Signature) (Print Name)
(Seal or Stamp)	My commission expires:
STATE OF Montana County of Missoula) : ss .)
corporation that executed the foregoin	own to be the <u>Fresident</u> of DS Holdings, Inc., the ng instrument, and acknowledged the said instrument to be the free and e uses and purposes therein mentioned, and on oath stated that he was
GIVEN UNDER MY HAND written.	AND OFFICIAL SEAL the day and year in this certificate first above
JILL J BROUGHTON NOTARY PUBLIC for the State of Montana Residing at Frenchtown, MT My Commission Expires October 29, 2016.	Notary Public (Signature) (Print Name)
(Seal or Stamp)	My commission expires:

EXHIBIT A TRADEMARKS / SERVICE MARKS

Trademark Registration No.	Description
2336585	Secura Glaze
2681736	Dragon Skin
2914841	Blast Lite
2749791	Clear Vue
3461305	Protected by the Dragon
2015021	Targeted Security Consultants Ltd.
2599243	Pinnacle Armor
2854255	Pinnacle Armor
2689212	Pinnacle Armor
2562553	Protecting the Lives of Those Who Protect Us

TRADEMARK ASSIGNMENT

TRADEMARK
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