

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394713

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Combined Assignment and Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Solidus Company, L.P.		02/18/2016	Limited Partnership: TENNESSEE
Kodi Klip Corporation		02/18/2016	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	Kodi Klip, LLC		
Street Address:	1401 Toshiba Dr.		
City:	Lebanon		
State/Country:	TENNESSEE		
Postal Code:	37087		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3807386		
Registration Number:	3803489	THE KLIP THAT GRIPS	
Registration Number:	3140970	KODI KLIP	
Registration Number:	3335724		
CORRESPONDENCE DATA			
Fax Number:	6152422221		
<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:	615-242-2400		
Email:	lwb@iplawgroup.com		
Correspondent Name:	Lucian Wayne Beavers		
Address Line 1:	1600 Division Street		
Address Line 2:	Suite 500		
Address Line 4:	Nashville, TENNESSEE 37203		
NAME OF SUBMITTER:	Lucian Wayne Beavers		
SIGNATURE:	/Lucian Wayne Beavers/		
DATE SIGNED:	08/11/2016		
Total Attachments: 8			

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("Assignment"), effective as of February 18, 2016, is made by and between **SOLIDUS COMPANY, L.P.**, as agent on behalf of certain noteholders ("Secured Party"), **KODI KLIP CORPORATION**, a Tennessee corporation ("Debtor"), and **KODI KLIP, LLC**, a Tennessee limited liability company ("Assignee")(collectively the "Parties").

WHEREAS, Debtor executed a Trademark and Patent Security Agreement dated May 1, 2013 (the "Security Agreement") in which it pledged its rights in the Marks and Patent Rights as defined below to Secured Party to secure certain obligations that it had to the noteholders for which Secured Party was the agent;

WHEREAS, pursuant to the Uniform Commercial Code as adopted in Tennessee (TCA § 47-9-610) and Secured Party's rights under the Security Agreement, Secured Party sold, to the full extent of Secured Party's security interest, all of Debtor's rights to the registered trademarks and common law trademarks set forth in Exhibit A to this Assignment ("Marks") and the patents and patent applications set forth in Exhibit B to this Assignment, including all rights of priority and the benefit of filing thereof, and any related continuation, divisional, continuation-in-part or foreign counterpart applications, the current status of such patents being set forth in Exhibit C to this Assignment (Exhibits B and C collectively being the "Patent Rights"); and

WHEREAS, Secured Party hereby agrees to further evidence this assignment to Assignee.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Secured Party hereby assigns, transfers and conveys unto Assignee, to the full extent of Secured Party's security interest, all of Debtor's right, title and interest in and to the Marks and all variants thereof, both registered and common law, the goodwill of the business symbolized thereby, and the right to sue and to recover damages and profits, for past and future infringement thereof.
2. Secured Party further assigns, transfers and conveys unto Assignee, to the full extent of Secured Party's security interest, all of Debtor's right, title and interest in and to the Patent Rights and including all rights of priority and the benefit of filing thereof, and any related continuation, divisional, continuation-in-part or foreign counterpart applications and the right to sue and to recover damages and profits for past and future infringement thereof.
3. The Debtor joins in this Assignment to assign, transfer and convey unto Assignee all of its right, title and interest in and to the Marks and all variants thereof, both registered and common law, the goodwill of the business symbolized thereby, and the right to sue and to recover damages and profits for past and future infringement thereof.
4. The Debtor joins in this Assignment to assign, transfer and convey unto Assignee all of its right, title and interest in and to the Patent Rights and including all rights of priority and the benefit of filing thereof, and any related continuation, divisional, continuation-in-part or

foreign counterpart applications and the right to sue and to recover damages and profits for past and future infringement thereof.

5. THIS CONVEYANCE BY SECURED PARTY IS MADE WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE QUALITY, CONTENT, OR CONDITION OF THE COLLATERAL OR TITLE, MERCHANTABILITY, OR FITNESS OF THE COLLATERAL FOR A PARTICULAR PURPOSE. ASSIGNEE IS ACQUIRING DEBTOR'S RIGHTS TO THE COLLATERAL IN AN "AS IS" AND "WHERE IS" CONDITION. IN NO EVENT SHALL SECURED PARTY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS CONVEYANCE.

6. For valuable consideration, the receipt and sufficiency of which are acknowledged, Secured Party hereby fully releases and terminates the Security Agreement filed with the U.S. Patent and Trademark Office and made of record on November 15, 2013 as Trademark Assignment 900272075 recorded at Reel:005155 Frame: 0076 and Patent Assignment 502571212 recorded at Reel: 031645 Frame: 0388.

7. The Parties hereto further agree to perform all such acts and execute all such documents requested by Assignee or its successors as are reasonably necessary or desirable to effect, confirm, enable, or evidence the assignment to Assignee. The Parties agree that this Assignment shall be binding upon and inure to the benefits of the parties respective successors, heirs and assigns.

8. The persons signing this Assignment on behalf of Secured Party, Debtor and Assignee represent and warrant that they have full power and authority to effect the assignment of rights, title, and interest set forth in this Agreement.

[Signatures follow]

Signed and as of the date set forth above.

SOLIDUS COMPANY, L.P.
("Secured Party")

By: *[Signature]*

Its: Managing Partner

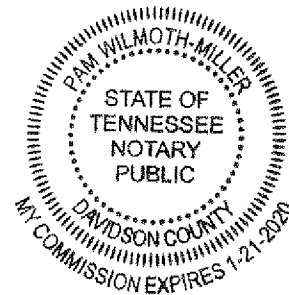
STATE OF TENNESSEE
COUNTY OF Davidson

Before me, Pam Wilmoth-Miller (insert Notary's name), a Notary Public of the state and county aforesaid, personally appeared the above named person, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged that he/she executed the foregoing instrument on behalf of Solidus Company, L.P. for the purposes therein contained.

This 5th day of August, 2016.

Pam Wilmoth-Miller
Notary Public

My commission expires: 1/21/2020



KODI KLIP, LLC
("Assignee")

By: Kellie Mires, COO
It: KELLIE MIRES, C.O.O.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

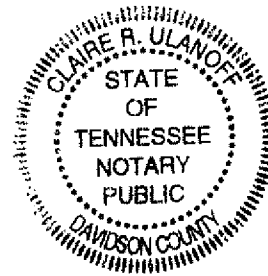
Before me, CLAIRE R. ULANOFF (insert Notary's name), a Notary Public of the state and county aforesaid, personally appeared the above named person, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged that he/she executed the foregoing instrument on behalf of Kodi Klip, LLC for the purposes therein contained.

This 25th day of MAY, 2016.

Claire R. Ulanoff
Notary Public

MY COMMISSION EXPIRES:
September 11, 2017

My commission expires: _____



KODI KLIP CORPORATION
("Debtor")

By: *Jon Kodi*
Jon Kodi, President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, CLAIRE R. ULANOFF (insert Notary's name), a Notary Public of the state and county aforesaid, personally appeared the above named Jon Kodi, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged that he executed the foregoing instrument on behalf of Kodi Klip Corporation for the purposes therein contained.

This 25th day of MAY, 2016.

Claire R. Ulanoff
Notary Public

My commission expires: MY COMMISSION EXPIRES:
September 11, 2017

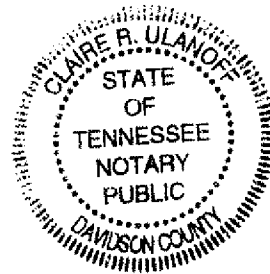


EXHIBIT A

Trademarks

Mark	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
DESIGN OF BEAR HEAD	76/692,480	8/29/2008	3,807,386	6/22/2010
THE KLIP THAT GRIPS	76/695,847	2/18/2009	3,803,489	6/15/2010
Kodi Klip	76/635,597	4/11/2005	3,140,970	9/12/2006
Bear Design	76/651,715	12/9/2005	3,335,724	11/13/2007

EXHIBIT B

U.S. Patents and Patent Applications

Patent	Serial No.	Filing Date	Patent No.	Issue Date
Bar Clip With Flared Legs	29/322,888	8/14/2008	D587564	3/3/2009
Method of Attaching Reinforcing Bars	12/173,076	7/15/2008	7,900,419	3/4/2011
Clip Gun With Pneumatic Feed	61/170,719	4/20/2009		
Bar Connecting Apparatus With Clip Advance	13/006,565	1/14/2011		
Clip Gun With Pneumatic Feed	12/762,409	4/19/2010	8,322,006	12/4/2012
Rebar Clip for Joining Different Size Bars	12/818,676	6/18/2010		
System For Attaching Reinforcing Bars	13/007,022	1/14/2011	8,117,796	2/21/2012
Bar Connecting Apparatus	13/033,967	2/24/2011		
Rebar Clip for Joining Different Size Bars	PCT/US2011/038675	6/1/2011		
Bar Clip Applicator	11/142,539	6/1/2005	7,908,723	3/22/2011
Hand Applicator	11/333,756	1/17/2006	7,559,532	7/14/2009
Telescoping Chair For Supporting Bars	60/899,525	2/5/2007		
Telescoping Chair For Supporting Bars	11/782,092	7/24/2007	7,587,872	9/15/2009
Clip Applying Apparatus	60/860,434	11/21/2006		
Bar Connecting Apparatus	11/622,674	1/12/2007	7891074	2/22/2011
Bar Connecting Apparatus	11/778,174	7/16/2007	7,963,392	6/21/2011
Bar Connecting Apparatus	60/911,401	4/12/2007		
Double Hook to Fasten Crossed Bars	08/379,438	2/8/1995	5,626,436	5/6/1997
Telescoping Chair For Supporting Bars	12/537,695	8/7/2009		

EXHIBIT C

Current Status U.S. Patents and Patent Applications

Description	Docket No.	AppSerNo.	Filing Date	Patent No.	Issue Date
Double Hook To Fasten Crossed Bars, (Dragone patent)	N1805	08/379,438	2/8/1995	5,626,436	5/6/1997 (Expired 2/8/2015)
Flared Leg design	000913	29/322,888	8/14/08	D587,564	3/3/2009
Telescoping Chair For Supporting Bars	N3570	11/782,092	7/24/2007	7,587,872	9/15/2009
Hand Applicator	N2822	11/333,756	1/17/2006	7,559,532	7/14/2009
Bar Connecting Apparatus (Gun M&A)	N3814_002	11/622,674	1/12/2007	7,891,074	2/22/2011
Flared Leg methods(contINUATION of N2069)	000914	12/173,076	7/15/08	7,900,419	3/8/2011
Bar Clip Applicator (Stick)	N2070	11/142,539	6/1/2005	7,908,723	3/22/2011
Bar Connecting Apparatus (Clip string for gun)	N4135_001	11/778,174	7/16/2007	7,963,392	6/21/2011
Flared Leg system (continuation of 000914)	004905	13/007,022	1/14/2011	8,117,796	2/21/2012
Clip Gun With Pneumatic Feed (These claims are focused on the safety shield and interconnections from it that were added to the pneumatic feed gun.)	002833	12/762,409	4/19/2010	8,322,006	12/4/2012
Multi-size Rebar Clips	003279	12/818,676	6/18/2010	8,776,328	7/15/2014
Bar Connecting Apparatus With Clip Advance (cont of N3814)	002173	13/006,565	1/14/2011	8,640,323	2/4/2014
Bar Connecting Apparatus (Clip string for gun)	005221	13/033,967	2/24/2011	8,955,679	2/17/2015
Multi-size Rebar Clips	003279DIV	14/312,756	6/24/2014	9,267,288	2/23/2016
Multi-size Rebar Clips	003279CON1	14/612,455	2/3/2014		