OP \$190.00 86004738

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM406567

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
California Natural Products		04/01/2016	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Swisslog Logistics, Inc.		
Street Address:	161 Enterprise Drive		
City:	Newport News		
State/Country:	VIRGINIA		
Postal Code:	23603		
Entity Type:	Corporation: VIRGINIA		

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number: 86004738		POWER AUTOMATION
Registration Number:	4779835	POWER AUTOMATION SYSTEMS
Registration Number:	3275958	PAS EDGE
Registration Number:	2767465	POWER AUTOMATION SYSTEMS
Registration Number:	3838174	POWERDOCKER
Registration Number:	3344782	POWERSTAGE
Registration Number:	3117559	POWERSTOR

CORRESPONDENCE DATA

Fax Number: 3034732720

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: 3034732710

Email: docket@hollandhart.com

Correspondent Name: Scott S. Havlick Address Line 1: P.O. Box 8749

Address Line 4: Denver, COLORADO 80201

NAME OF SUBMITTER:	Scott S. Havlick
SIGNATURE:	/Scott Havlick/
DATE SIGNED:	11/24/2016

Total Attachments: 6 source=07.Trademark Assignment (CNP) (2)#page1.tif source=07.Trademark Assignment (CNP) (2)#page2.tif source=07.Trademark Assignment (CNP) (2)#page3.tif source=07.Trademark Assignment (CNP) (2)#page4.tif source=07.Trademark Assignment (CNP) (2)#page5.tif source=07.Trademark Assignment (CNP) (2)#page6.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "<u>Assignment</u>") is made as of April 1, 2016 (the "<u>Effective Date</u>"), by and between **California Natural Products**, a California corporation ("<u>Assignor</u>"), and **Swisslog Logistics**, **Inc.**, a Virginia corporation ("<u>Assignee</u>"). All capitalized terms used herein without definition shall have the respective meanings assigned to them in the Purchase Agreement (as defined below).

RECITALS

- A. In connection with that certain Asset Purchase Agreement, dated as of the Effective Date, by and among Assignor, Assignee and PAS, LLC, a California limited liability company (the "<u>Purchase Agreement</u>"), Assignor has agreed to assign to Assignee all right, title and interest in and to the trademarks, trademark applications and trademark registrations listed on the attached <u>Exhibit A</u> (collectively, the "Trademarks").
- B. Assignee desires to obtain all right, title and interest in and to the Trademarks according to the terms and conditions of this Assignment.
- NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:
- Section 1. <u>Assignment</u>. Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, the entire world-wide right, title and interest in and to the Trademarks, the goodwill of the business symbolized by the Trademarks, and the right to sue for, settle or release any past, present or future infringement of the Trademarks.
- Section 2. <u>Assistance</u>. From time to time, upon the reasonable request of and at the sole expense of Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Assignee may reasonably deem necessary to consummate the transactions contemplated by this Assignment and the Purchase Agreement, including, in the case of Assignor, executing and delivering to Assignee such assignments, deeds, bills of sale, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request as necessary for such purpose. Further, at Assignee's expense, Assignor and its successors and assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths and make commercially reasonable efforts to vest title to the Trademarks in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Trademarks.
- Section 3. <u>Counterparts</u>. This Assignment may be executed in any number of original, facsimile or portable document format (pdf) counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.
- Section 4. <u>GOVERNING LAW</u>. THIS ASSIGNMENT WILL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

QB\39288830.3

Effecti	IN WITNESS ve Date.	WHEREOF,	Assignor	and	Assignee	have	executed	this	Assignment	as	of	the
AS	SIGNOR:											
Ca	lifornia Natura	l Products										
	Name: Pat Mito Title: Presider		<u> </u>									
AS	SIGNEE:											
Sw	isslog Logistics,	Inc.										
	Name: Title:											

Title:

By______Name:

Effec	IN tive I		WHEREOF,	Assignor	and	Assignee	have	executed	this	Assignment	as	of	the
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By_____ Name: Title:

State of Alefordia)		
County of SAN JOAQUIN)ss: 		
On this day of All	uted the fore	ersonally appeared <u>Pat Mitchell</u> alifornia Natural Products, the assignor ab egoing assignment agreement on behalf of s	, to ove said
		Notary Public Signature	
State of))ss:	Amothery public or either efficer completing this conflict verifies only the depth of the inclinate above the document to which this comment is a similar to the inclinate above the document to which this comment is a similar to the inclinate above the document is a similar to the inclinate above the incli	
County of)	San Joaquin County My Comm. Expires Mar. 1, 2018	
On this day of me known to be the and acknowledged that he executed the and pursuant to authority duly received	foregoing as	ersonally appearedsslog Logistics, Inc., the assignee above narr signment agreement on behalf of said assig	_, to ned, nee
		Notary Public Signature	
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State of)		
County of)ss:)	85	
On this day of me known to be the and acknowledged that he executed the s and pursuant to authority duly received.	foregoing as	ersonally appearedsslog Logistics, Inc., the assignee above name signment agreement on behalf of said assignment agreement on behalf of said agreement on behalf of said assignment agreement agreement agreement agreement of the said agreement agr	, to led, nee
		Notary Public Signature	

Notary Page to Trademark Assignment - CNP

State of	
County of)ss:
On this day of me known to be the named, and acknowledged that he exec assignor and pursuant to authority duly	, 2016, personally appeared, to, to of California Natural Products, the assignor above cuted the foregoing assignment agreement on behalf of said v received.
	Notary Public Signature
County of SAN JOANUM On this day of AR Come known to be the Work and acknowledged that he executed the and pursuant to authority duly received	, 2016, personally appeared // / / / / / / / / / / / / / / / / /
State of	Notary Public Signature KENNETH A. BURGEN COMM. #2059569 Notary Public - California San Joaquin County
County of day of)SS: My Count Expires Mar. 1, 2018 Anotary public or other officer completing this certificate verifies only the is anached, and not use trushidness, scrusacy, or validity of that document, or anached, appeared.
me known to be the	of Swisslog Logistics, Inc., the assignee above named, foregoing assignment agreement on behalf of said assignee
	Notary Public Signature

Notary Page to Trademark Assignment - CNP

<u>Exhibit A</u> Trademarks

Country	Trademark	Class	Status	Registration/ Application Number	Registration/ Application Date
United States	POWER AUTOMATION	7, 9, 37	Pending	86004738	07/08/2013
United States	POWER AUTOMATION SYSTEMS	7, 9, 37	Registered	4779835	07/28/2015
United States	PAS EDGE and Design	37	Registered	3,275,958	08/07/2007
United States	POWER AUTOMATION SYSTEMS	39	Registered	2,767,465	09/23/2003
United States	POWERDOCKER	7	Registered	3,838,174	08/24/2010
United States	POWERSTAGE	7	Registered	3,344,782	11/27/2007
United States	POWERSTOR	7	Registered	3,117,559	07/18/2006

Exhibit to Trademark Assignment - CNP

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RECORDED: 11/24/2016