

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM409657

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900386613		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PSI-ETS COMPOSED OF JOEL J. BLETH AND WILLARD R. TOMASCHY, BOTH OF WHOM ARE CITIZENS OF THE UNITED STATES		10/05/2016	Partnership: NORTH DAKOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Har-Tru, LLC		
<b>Street Address:</b>	2200 Old Ivy Road, Suite 100		
<b>City:</b>	Charlottesville		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22903		
<b>Entity Type:</b>	Limited Liability Company: VIRGINIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2702318	TREAD BLASTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8046971339		
<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>			
<b>Phone:</b>	804 697 1870		
<b>Email:</b>	julia.bishop@troutmansanders.com, trademarks@troutmansanders.com		
<b>Correspondent Name:</b>	Julia M Bishop, Troutman Sanders LLP		
<b>Address Line 1:</b>	600 Peachtree St, NE, Suite 5200		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	250265.000001		
<b>NAME OF SUBMITTER:</b>	Julia M Bishop		
<b>SIGNATURE:</b>	/JMB/		
<b>DATE SIGNED:</b>	12/20/2016		

**Total Attachments: 5**

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is executed and delivered as of October 5, 2016 ("Effective Date") by MEDORA CORPORATION, a North Dakota corporation ("Medora"), JOEL J. BLETH, an individual resident of North Dakota ("Bleth"), WILLARD R. TORMASCHY, an individual resident of North Dakota ("Tormaschy"), and PSI-ETS, LLP a North Dakota limited partnership ("PSI-ETS" and collectively with Medora, Bleth and Tormaschy, "Assignors"), to and in favor of HAR-TRU, LLC, a Virginia limited liability company, with its principal offices at 2200 Old Ivy Road, Suite 100, Charlottesville, Virginia 22903 ("Assignee").

WITNESSETH:

WHEREAS, Assignors and Assignee are parties to that certain Bill of Sale and Purchase Agreement of even date herewith (the "Purchase Agreement"), pursuant to which Assignors will assign to Assignee, and Assignee will acquire from Assignors, all right, title and interest in and to all of the following intellectual property: all trademarks, trade names, service marks, patents, copyrights, know-how, processes and other intellectual property of Assignors owned and used in or associated with the manufacture or sale of the "Treadblaster," Medora's proprietary tennis shoe, athletic shoe and boot cleaning device, including but not limited to (a) United States Trademark Registration No. 2702318, which was registered on April 1, 2003 and is owned by PSI-ETS; and (b) United States Patent Registration No. 5,964,959, which was registered on October 12, 1999 and is owned by PSI-ETS (the "Intellectual Property").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign, transfer and set over to Assignee all right, title and interest in and to the Intellectual Property including, without limitation, all registrations and applications therefor, any renewals and extensions of the registrations, all goodwill associated therewith and all other corresponding rights that are or may be secured under the laws and/or treaties of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, at least as fully as the same would have been held and enjoyed by Assignors if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property, with the right to sue for and collect the same in Assignee's own name.

Assignors jointly and severally represent and warrant that: (i) Assignors are the sole and exclusive owners of all rights, title and interest in and to the Intellectual Property (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances of any kind; (ii) Assignors have the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) Assignors have not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignors shall take, and shall cause their employees and independent contractors to take, at Assignee's cost and expense, all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

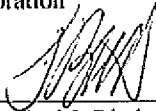
This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to its choice of law provisions. The exclusive venue for any dispute arising under this Assignment shall be the courts of competent jurisdiction sitting in Albemarle County, Virginia.

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

WITNESS the following signatures effective as of the Effective Date:

ASSIGNORS:

MEDORA CORPORATION, a North Dakota corporation

By:   
Name: Joel J. Bleth  
Title: President and CEO

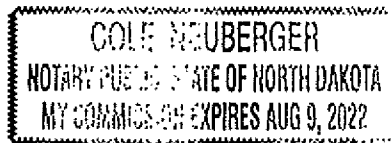
STATE OF North Dakota )  
COUNTY OF Stark ) SS:

The foregoing Assignment was acknowledged before me this 7 day of October 2016 by Joel J. Bleth, President and CEO of Medora Corporation, a North Dakota corporation, who is personally known to me or has produced Personally known as identification.

Notary: 

Print Name: Cole Neuberger

[NOTARIAL SEAL]  
Notary Public, State of ND



My commission expires: 8-9-2022

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

[Signature]  
Joel J. Bloth

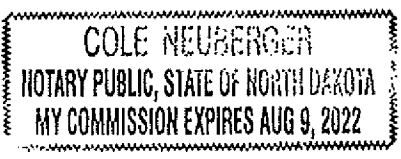
STATE OF North Dakota )  
COUNTY OF Stark ) SS:

The foregoing Assignment was acknowledged before me this 7 day of October 2016 by Joel J. Bloth, an individual, who is personally known to me or has produced Personally Known as identification.

Notary: [Signature]

Print Name: Cole Neuberger

[NOTARIAL SEAL]  
Notary Public, State of ND



My commission expires: 8-9-2022

[Signature]  
Willard R. Tormaschy

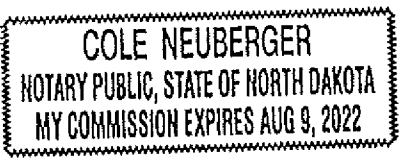
STATE OF North Dakota )  
COUNTY OF Stark ) SS:

The foregoing Assignment was acknowledged before me this 7 day of October 2016 by Willard R. Tormaschy, an individual, who is personally known to me or has produced personally known as identification.

Notary: [Signature]

Print Name: Cole Neuberger

[NOTARIAL SEAL]  
Notary Public, State of ND



My commission expires: 8-9-2022

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

PSI-ETS, LLP, a North Dakota limited partnership

By: Willard R. Tormaschy  
Name: Willard R. Tormaschy  
Title: Partner

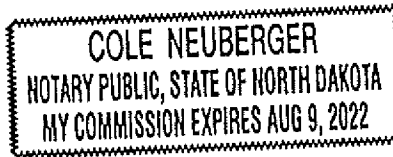
STATE OF North Dakota )  
 ) SS:  
COUNTY OF Stark )

The foregoing Assignment was acknowledged before me this 7 day of October 2016 by Willard R. Tormaschy, Partner of PSI-ETS, LLP, a North Dakota limited partnership, who is personally known to me or has produced personally known as identification.

Notary: Cole Neuberger

Print Name: Cole Neuberger

[NOTARIAL SEAL]  
Notary Public, State of ND



My commission expires: 8-9-2022

