

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM417386

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Curtis Mathes Holdings, LLC		11/25/2015	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Curtis Mathes Inc.		
<b>Street Address:</b>	6201 Technology Drive		
<b>Internal Address:</b>	Suite 103		
<b>City:</b>	Frisco		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75033		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2491241	CURTIS MATHES	
<b>Registration Number:</b>	4769145	CURTIS MATHES	
<b>Registration Number:</b>	4371904	LIFE. ALWAYS ON.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4432634108		
<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>	410-862-1188		
<b>Email:</b>	trademarksob@bakerdonelson.com		
<b>Correspondent Name:</b>	E. Scott Johnson, Esq.		
<b>Address Line 1:</b>	100 Light Street		
<b>Address Line 2:</b>	Baker Donelson		
<b>Address Line 4:</b>	Baltimore, MARYLAND 21202		
<b>ATTORNEY DOCKET NUMBER:</b>	051944.000095 dkp		
<b>NAME OF SUBMITTER:</b>	E. Scott Johnson, Esq.		
<b>SIGNATURE:</b>	/E. Scott Johnson/		
<b>DATE SIGNED:</b>	02/24/2017		
<b>Total Attachments: 7</b>			

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# TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made and effective November 25 2015.

**BETWEEN:** **Curtis Mathes Holdings, LLC** (the "Seller"), a limited liability company organized and existing under the laws of Delaware, with its head office located at:

270 Denton Tap Road  
Suite 100  
Coppell, TX 75019

**AND:** **Curtis Mathes Inc.** (the "Buyer"), a corporation organized and existing under the laws of Texas, with its head office located at:

6201 Technology Drive  
Suite 103  
Frisco, TX 75033

WHEREAS, Seller is the owner of certain Trademarks (as defined herein), including the applications and registrations identified on Schedule A attached to this Agreement; and

WHEREAS, Buyer has heretofore commercialized certain rights in the Trademarks under license, and now wishes to acquire all of Seller's worldwide rights, title, and interest in and to the Trademarks; and

WHEREAS, Seller is willing to assign the Trademarks to Buyer, on the terms and conditions set forth herein.

NOW, the parties intent to be legally bound and agree as follows:

## 1. Definitions

"Trademarks" means all trademark applications and registrations, the trademarks that are the subject of those applications and registrations, and the goodwill associated therewith, described on Schedule A.

## 2. Sale and Assignment of Trademarks

Seller hereby sells, transfers and assigns to Buyer all rights, title, and interest in and to the Trademarks including all of the trademark applications and registrations listed on Schedule A, and all renewals and extensions thereof, together with the goodwill associated with or symbolized by Trademarks, and all rights to profits, damages and other relief for any past, present or future infringement of said Trademarks, and the right to sue and collect the same for Buyer's own use and benefit and the benefit of Buyer's successors, assigns or legal representatives.

Seller shall, upon Buyer's request, and at Buyer's expense, execute, deliver and record any documents or instruments of assignment required in any country in which applications or registrations for the Trademarks are pending or were issued, as may be necessary to record the conveyance of title in such application or registration to Buyer.

**3. Consideration**

In consideration for the sale of rights and assignment set forth in Article 2, Buyer shall pay Seller the sum of as follows:

- (a)
- (b)
- (c)
- (d)

Following is the breakdown price of the items sold:

Trademarks -  
Goodwill -

**4. Additional Agreements**

(a) Any license agreements between the Seller and the Buyer with respect to the Trademarks shall be terminated upon execution of this Agreement, without the necessity of any further action by the Seller or Buyer to effectuate such termination.

(b) THE BUYER HEREBY KNOWINGLY AND VOLUNTARILY FOREVER RELEASES, ACQUITS AND DISCHARGES THE SELLER AND ANY PAST, PRESENT OR FUTURE AGENT, ATTORNEY, LEGAL REPRESENTATIVE, PREDECESSOR-IN-INTEREST, RECEIVER, AFFILIATE, SUCCESSOR, ASSIGN, EMPLOYEE, DIRECTOR OR OFFICER OF THE SELLER (COLLECTIVELY, THE "SELLER GROUP") FROM AND OF ANY AND ALL CLAIMS, DAMAGES, LOSSES, ACTIONS, COUNTERCLAIMS, SUITS, JUDGMENTS, OBLIGATIONS, LIABILITIES, DEFENSES, AFFIRMATIVE DEFENSES, SETOFFS, AND DEMANDS OF ANY KIND OR NATURE WHATSOEVER, IN LAW OR IN EQUITY, WHETHER PRESENTLY KNOWN OR UNKNOWN, WHICH THE BUYER MAY HAVE HAD, NOW HAVE, OR WHICH IT CAN, SHALL OR MAY HAVE FOR, UPON, OR BY REASON OF ANY MATTER, COURSE OR THING WHATSOEVER RELATING TO, ARISING OUT OF, BASED UPON, OR IN ANY MANNER CONNECTED WITH, ANY TRANSACTION, EVENT, CIRCUMSTANCE, ACTION, FAILURE TO ACT, OR OCCURRENCE OF ANY SORT OR TYPE, WHETHER KNOWN OR UNKNOWN, WHICH OCCURRED, EXISTED, WAS TAKEN, PERMITTED, BEGUN, OR OTHERWISE RELATED OR CONNECTED TO OR WITH ANY OR ALL OF THE TRADEMARKS, THIS AGREEMENT, AND/OR ANY DIRECT OR INDIRECT ACTION OR OMISSION OF THE SELLER AND/OR ANY OF SELLER GROUP, OTHER THAN ANY CLAIMS ARISING AFTER THE TIME OF EXECUTION AND DELIVERY OF THIS AGREEMENT.

(c) The Buyer and the Seller agree to the terms of Schedule B attached hereto, and the terms of such Schedule are incorporated herein by reference.

**5. Representations and Warranties**

Seller represents and warrants to Buyer:

- (a) Seller has the right, power and authority to enter into this Agreement;
- (b) Seller is the exclusive owner of all right, title and interest in the Trademarks free of any security interest, charge or encumbrance, except as set forth on Schedule B hereto;

(c) To Seller's knowledge Trademarks do not infringe the rights of any person or entity;

(d) There are no claims, pending or threatened, with respect to Seller's rights in the Intellectual Property;

(e) To Seller's knowledge this Agreement is valid, binding and enforceable in accordance with its terms;

(f) Seller is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

#### **6. Attorney's Fees**

Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

#### **7. Entire Agreement**

This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

#### **8. Amendment**

This Agreement may be amended only by a writing signed by both parties.

#### **9. Severability**

If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

#### **10. No Waiver**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

#### **11. Agreement to Perform Necessary Acts**

Buyer agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

#### **12. Representation on Authority of Parties/Signatories**

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

**13. Headings**

The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

**14. Survival**

Except as otherwise expressly provided in this Agreement, representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of this Agreement, shall survive for [number] years after the date of this Agreement.

**15. Ambiguities**

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

**16. Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and assigns.

**17. Assignment**

The Seller may, without notice to or consent of the Buyer, sell, assign or transfer to any person or persons, all or any part of its rights or interests under this Agreement and each such person or persons shall have the right to enforce the provisions of this Agreement and any related documents as fully as the Seller. The Buyer will fully cooperate with the Seller in connection with any such assignment and will execute and deliver such consents and acceptances to any such assignment, amendments to this Agreement in order to effect any such assignment.

**18. Counterparts**

This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute but one and the same instrument. The parties further agree that facsimile signatures shall be binding on all parties and have the same force and effect as original signatures.

**19. Governing Law**

This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Texas.

(SIGNATURES BEGIN ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed this Agreement on 11/25/15, in Dallas, Texas, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

SELLER BUYER

SEA 23 Receiv. Truident Growth  
Kurtz, LP

By: Thomas G Morris  
Authorized Signature

Michael C. ...  
Authorized Signature

Thomas G Morris - Director Office of  
Liquidation, SEA  
Print Name and Title

MICHAEL C. ... / PRESIDENT  
Print Name and Title

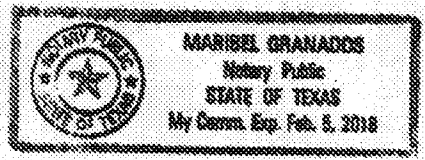
### ACKNOWLEDGMENT

State of Texas  
County of Dallas

On November 25, 2015 before me, Maribel Granados notary, personally appeared Michael C. ..., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature Maribel Granados  
Notary



(Seal)

**SCHEDULE A**  
**TRADEMARK APPLICATIONS AND REGISTRATIONS**

Mark (Class No.)	Country/Office	Ser. No./ Filing Date	Reg. No./ Date of Reg.	Owner	Logo (if any)
CURTIS MATHES (9)	USA	75683054 4/15/99	2491241 9/18/01	Curtis Mathes Holdings, LLC	
CURTIS MATHES (9)	Mexico	0840938 3/7/07	1067255 10/20/08	Curtis Mathes Holdings, LLC	
CURTIS MATHES (9)	CTM (EU)	005751938 3/12/07	005751938 3/11/08	Trident Growth Fund, LP	
LIFE. ALWAYS ON. (9)	USA	85795519 12/5/12	4371904 7/23/13	Curtis Mathes Holdings, LLC	
CURTIS MATHES (11)	USA	85886867 3/26/13	4769145 7/7/15	Curtis Mathes Holdings, LLC	
CURTIS MATHES (11)	IR (Int'l Reg.) Designations: China -- Protected EU -- Protected Mexico - Protected	1157340 4/5/13	1157340 4/5/13	Curtis Mathes Holdings, LLC	
CURTIS MATHES (9)	Canada	1338685 3/6/07	TMA727841 11/6/08	Curtis Mathes Holdings, LLC	
CURTIS MATHES (11)	Canada	1620436 3/28/13	(Allowed)	Curtis Mathes Holdings, LLC	
CURTIS MATHES (9)	China	6252642 8/31/07	6252642 3/21/10	Curtis Mathes Holdings, LLC	



**SCHEDULE B**  
**POST-CLOSING TRADEMARK REGISTRATIONS**

By signature to the Agreement to which this Schedule B is attached, the Seller and the Buyer acknowledge that (a) the following Trademark was assigned from Trident Growth Fund, LP to the Seller pursuant to that certain Nunc Pro Tunc Assignment of Intellectual Property Rights effective July 1, 2009 (the "Existing Assignment"), but such transfer was not registered and (b) the Buyer shall have the obligation, at no cost to the Seller, to record the Existing Assignment prior to recordation of this Agreement in order to reflect the full chain of title for the following Trademark:

Mark (Class No.)	Country/Office	Ser. No./ Filing Date	Reg. No./ Date of Reg.	Owner
CURTIS MATHES (9)	CTM (EU)	005751938 3/12/07	005751938 3/11/08	Trident Growth Fund, LP