OP \$40.00 2243080

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM435134

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fabacher, Inc.		07/13/2017	Corporation: LOUISIANA

RECEIVING PARTY DATA

Name:	Aero Hardware & Supply, Inc.	
Street Address:	300 International Parkway	
City:	Sunrise	
State/Country:	FLORIDA	
Postal Code:	33301	
Entity Type:	Corporation: FLORIDA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2243080	VIPERFLEX

CORRESPONDENCE DATA

Fax Number: 2029555564

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: 2029555564

Email: kimberly.hoover@hklaw.com

Correspondent Name: Kimberly Hoover
Address Line 1: 800 17th Street NW
Washington, D.C. 20006

NAME OF SUBMITTER:	Kimberly Hoover, Legal Assistant
SIGNATURE:	/Kimberly Hoover/
DATE SIGNED:	07/14/2017

Total Attachments: 2

source=FABACHER assignment#page1.tif source=FABACHER assignment#page2.tif

> TRADEMARK REEL: 006105 FRAME: 0229

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made and effective July13, 2017, between Fabacher, Inc., a Louisiana corporation ("Assignor"), and Aero Hardware & Supply, Inc., a Florida corporation ("Assignee"), with reference to the following:

1. <u>ASSIGNMENT OF TRADEMARKS</u>. For good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby irrevocably sells, assigns transfers and conveys to Assignee all rights, title, and interest in the following marks, the registrations therefore, and all goodwill associated therewith and with the business in connection with which the marks are used ("Trademarks") together with all rights of action, in law and in equity, for past or future infringements thereof, and all registrations thereof (including as noted below), and any renewals thereof, unto Assignee; the Trademark to be held and enjoyed by Assignee, its successors and assigns, the same as would have been held and enjoyed by Assignor had this Assignment not been made.

Viperflex - Registration Number 2243080

2. <u>TERMS OF PURCHASE AGREEMENT</u>. This Assignment is executed in accordance with the terms and conditions of that certain Asset Purchase Agreement, dated July 13, 2017, by and between Assignor and Assignee (the "Asset Purchase Agreement"), and the terms of this Assignment are subject to the terms and provisions of the Asset Purchase Agreement. In the event of any inconsistency between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement will control.

2/3. FURTHER ACTS AND ASSURANCES

- A. <u>Further Acts</u>. At Assignee's request, Assignor will acknowledge, execute, and deliver any documents or instruments, provide such further assurances, and do any other lawful acts, at Assignee's expense, to further the purposes of this Assignment, and to assist Assignee in the perfection, registration, protection, enforcement, and exploitation of the rights conveyed.
- B. <u>Appointment as Attorney-in-Fact</u>. In the event Assignor does not comply within five (5) business days, or sooner if needed as so requested in writing by Assignee, with Assignee's request to provide such documents, instruments, further assurances, or do any other lawful act as required under subsection A above, Assignor hereby irrevocably appoints Assignee as its attorney-in-fact to take such action in the name of and on behalf of Assignor, which appointment is and shall be deemed to be coupled with an interest and shall survive Assignor's possible incapacity.
- C. Assignor hereby authorizes and requests the respective trademark office or governmental agency in each jurisdiction to record this Assignment in the name of Assignee.

This Assignment shall be controlled by the laws of the State of Delaware without giving effect to its conflicts of laws principles.

TRADEMARK
REEL: 006105 FRAME: 0230

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the date first written above.

Fabacher, Inc.

By: Mame: Edward B. Fabacher, Jr. Title: President

[Signature Page to Trademark Assignment Agreement]

RECORDED: 07/14/2017

TRADEMARK REEL: 006105 FRAME: 0231