

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM448575

<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>
General Dynamics Global Imaging Technologies, Inc.		10/10/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gyro-Stabilized Systems, LLC		
<b>Street Address:</b>	104 New Mohawk Road		
<b>City:</b>	Nevada City		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95959		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2328200	CINEFLEX	
<b>Registration Number:</b>	3109031	CINEFLEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4158362501		
<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>	4158352557		
<b>Email:</b>	carolanne.bashir@dlapiper.com		
<b>Correspondent Name:</b>	Heather A. Dunn, Esq., DLA Piper LLP US		
<b>Address Line 1:</b>	555 Mission Street, Suite 2400		
<b>Address Line 2:</b>	391701-3		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105-2933		
<b>ATTORNEY DOCKET NUMBER:</b>	391701-3		
<b>NAME OF SUBMITTER:</b>	Carol Anne Bashir		
<b>SIGNATURE:</b>	/Carol Anne Bashir/		
<b>DATE SIGNED:</b>	10/25/2017		
<b>Total Attachments: 4</b>			
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source=CINEFLEX - General Dynamics Global Imaging to Gyro-Stabilized Systems#page2.tif			

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment") is made and entered into as of October 10, 2017 (the "Effective Date") by and between General Dynamics Global Imaging Technologies, Inc., a Delaware corporation ("Assignor"), and Gyro-Stabilized Systems, LLC, a California limited liability company ("Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of October 10, 2017, by and between Assignor and Assignee, Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee all of Assignor's right, title and interest in and to all of the trademarks and service marks set forth in the attached Schedule A, together with the common law rights and goodwill associated therewith, and the United States registrations therefor.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby transfers, sells, assigns, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby accepts, Assignor's entire worldwide right, title and interest in and to the trademarks and services marks set forth on Schedule A hereof, together with the common law rights and goodwill associated therewith and the registrations therefor, and any and all accounts, contract rights, warranties, litigation claims and rights, including the right to sue for and collect upon all claims for profits and damages as a result of past infringement, if any, and other general intangibles of Assignor related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including license royalties and the proceeds of infringement suits), and all payments and other distributions with respect thereto (collectively, the "Trademarks").

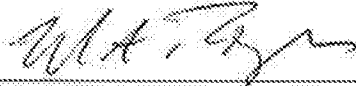
2. Assignor further agrees that it shall on the date hereof and from time to time thereafter, at the request of Assignee, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of Assignee, such documents as may reasonably be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Assignee of the Trademarks or for the performance by Assignor of any of its obligations hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the Effective Date.

**ASSIGNOR:**

General Dynamics Global Imaging Technologies, Inc.

By: 

Name: Mark Rayha

Title: Vice President

**ASSIGNEE:**

Gyro-Stabilized Systems, LLC

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the Effective Date.

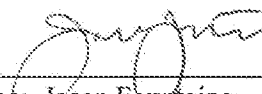
**ASSIGNOR:**

General Dynamics Global Imaging Technologies, Inc.

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

Gyro-Stabilized Systems, LLC

By:  \_\_\_\_\_  
Name: Jason Faustaine  
Title: CEO and Managing Director

**SCHEDULE A**

<b><u>Trademark</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Status</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>
CINEFLEX	U.S.	REGISTERED	#2328200	March 14, 2000
CINEFLEX	U.S.	REGISTERED	#3109031	June 27, 2006
CINEFLEX	Australia	REGISTERED	#877917	April 5, 2005
CINEFLEX	Benelux	REGISTERED	#782211	February 7, 2006
CINEFLEX	E.U.	REGISTERED	#4382271	May 18, 2006
CINEFLEX	Int'l (WIPO)	REGISTERED	#877917	April 5, 2005
CINEFLEX	Japan	REGISTERED	#4993866	October 6, 2006
CINEFLEX	Mexico	REGISTERED	#909988	November 24, 2005
CINEFLEX	Mexico	REGISTERED	#958245	October 19, 2006
CINEFLEX	New Zealand	REGISTERED	#727898	October 13, 2005
CINEFLEX	Republic of Korea	REGISTERED	#877917	April 5, 2005