

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510169

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ballymore Company, Inc.		01/01/2019	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Ballymore Operating Company, Inc.		
Street Address:	c/o Osage Industries, Inc.		
Internal Address:	50 Monument Road, Suite 201		
City:	Bala Cynwyd		
State/Country:	PENNSYLVANIA		
Postal Code:	19004		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87730479	POWER STOCKER	
Registration Number:	4173145	POWER STOCKER	
CORRESPONDENCE DATA			
Fax Number:	6122609080		
<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>			
Phone:	612-260-9072		
Email:	skruse@cozen.com		
Correspondent Name:	Ude Lu		
Address Line 1:	COZEN O'CONNOR		
Address Line 2:	33 S. 6TH ST., SUITE 3800		
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402		
NAME OF SUBMITTER:	Ude Lu		
SIGNATURE:	/Ude Lu/		
DATE SIGNED:	02/14/2019		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), dated as of January 1, 2019, is entered into by and between Ballymore Company, Inc., a Pennsylvania corporation ("Assignor"), and Ballymore Operating Company, Inc., a Pennsylvania corporation ("Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Contribution Agreement (as defined below).

WITNESSETH:

WHEREAS, Assignor is the owner of certain intangible property used in connection with its business, including, without limitation, (i) names (fictitious, corporate, trade, brand or other), trademarks, service marks, slogans, logos, patents, franchises, copyrights or applications for any of the foregoing, (ii) internet domain name registrations (the "Domain Names"), (iii) designs, trade secrets, formulas, inventions, blueprints, drawings or software owned, used or being developed by or for Assignor or otherwise used or useful in its business (including, without limitation, marketing materials and training programs), (iv) client/customer, prospect and/or supplier lists, (v) other intangible property of any nature whatsoever, (vi) goodwill, whether or not related to the foregoing, and (vii) all rights under any of the foregoing (collectively, including but not limited to the intangible property set forth on Schedule A attached hereto, the "Assignor Intellectual Property"); and

WHEREAS, pursuant to that certain Contribution Agreement, dated as of the date hereof (the "Contribution Agreement"), by and between Assignor and Assignee, Assignor has agreed to contribute and assign to Assignee, and Assignee has agreed to assume from Assignor, the Contributed Assets, which include the Assignor Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Effective as of the date first written above, Assignor hereby contributes, assigns, transfers, conveys and delivers (collectively, the "Assignment") unto Assignee all of Assignor's right, title and interest in and to all existing Assignor Intellectual Property, including, without limitation, the right to recover for past infringement of said Assignor Intellectual Property, and the goodwill of the business of Assignor in connection with which said Assignor Intellectual Property is used and which is symbolized by said Assignor Intellectual Property.

2. Covenants. Assignor agrees to execute and deliver, upon Assignee's reasonable request, any additional assignments and/or other appropriate documentation, and undertake such additional acts, as Assignee deems to be reasonably necessary to effect the transfer of the Assignor Intellectual Property to Assignee as set forth in Section 1 (including, without limitation, the execution and delivery of such documentation and the taking of such acts as may be necessary to transfer the Domain Names, and access thereto, to Assignee in a timely manner).

3. Contribution Agreement Controlling. This Agreement is being executed and delivered pursuant to the Contribution Agreement. This Agreement is subject in all respects to the terms and conditions of the Contribution Agreement, and all of the representations, warranties, covenants and agreements contained therein, all of which shall survive the execution and delivery of this Agreement in accordance with the terms of the Contribution Agreement. Nothing contained in this Agreement shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants, representations or warranties contained in the Contribution Agreement. Notwithstanding anything to the contrary contained in this Agreement, in the event of any conflict between the terms of this Agreement and the terms of the Contribution Agreement, the terms of the Contribution Agreement shall control.

4. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of Assignee and Assignor and their respective legal representatives, successors and assigns.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

6. Amendments; Waivers, Etc. Neither this Agreement nor any term hereof may be amended, changed, waived, discharged or terminated other than by an instrument in writing, signed by the party against which enforcement of such amendment, change, waiver, discharge or termination is sought.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

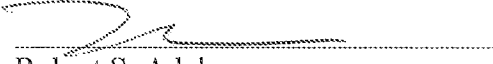
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be duly executed and delivered as of the day and year first above written.

ASSIGNOR:

BALLYMORE COMPANY, INC.

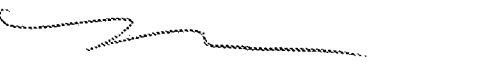
By: _____


Robert S. Adelson
Chairman and CEO

ASSIGNEE:

BALLYMORE OPERATING COMPANY,
INC.

By: _____


Robert S. Adelson
Chairman

Registered Trademarks

TRADEMARKS

Matter No.	Registration Number	Mark	Issue Date	Status
BAL-0005 TM	U.S. Trademark Reg. No. 4,173,145	POWER STOCKER	07/10/2012	Registered; Section 8 due 07/10/2018
3354-008 TM	U.S. Trademark Appin No. 87/730,479	POWER STOCKER	Fd. 12/21/2017	Pending
3354-021 TM				

Domain Names

ballymore.com