

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601562

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900571019		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AF Gloenco Inc.		09/23/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Shrinkfast, LLC		
Street Address:	460 Sunapee		
City:	Newport		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03773		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4260908	SHRINKFAST	
CORRESPONDENCE DATA			
Fax Number:	2122944700		
<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>			
Email:	mnair@winston.com		
Correspondent Name:	WINSTON & STRAWN LLP - PEJMAN SHARIFI		
Address Line 1:	1901 L STREET NW		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	018051.00001		
NAME OF SUBMITTER:	PEJMAN SHARIFI		
SIGNATURE:	/Pejman Sharifi/		
DATE SIGNED:	10/07/2020		
Total Attachments: 8			
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INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

This INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT (this “Assignment”), made this 23rd day of September, 2020, is by and between AF Gloenco Inc., a Delaware corporation (“Assignor”), and Shrinkfast, LLC, a Delaware limited liability company (the “Assignee”). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, Assignee and, solely for purposes of Section 7.7 and Article IX therein, Ameriforge Group, Inc. (the “Purchase Agreement”).

WHEREAS, Assignor and Assignee are parties to the Purchase Agreement, providing, among other things and subject to the terms and conditions set forth therein, for the sale, transfer, assignment, conveyance and delivery by Assignor to Assignee of all of Assignor’s right, title and interest in and to the Acquired Assets, including the Business Intellectual Property, which includes the patents and patent applications identified on the attached Schedule A (the “Patents”), the Trademarks and trademark applications and registrations identified on the attached Schedule B (the “Marks”) and the domain name registrations and social media pages identified on the attached Schedule C (the “Domain Names”).

NOW, THEREFORE, for good and valuable consideration provided for in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, in accordance with and subject to the terms and conditions of the Purchase Agreement, effective as of the Closing, Assignor hereby irrevocably conveys, transfers, delivers and assigns to Assignee, its successors and assigns, all of Assignor’s worldwide right, title and interest in and to the Business Intellectual Property, including without limitation: (a) the Patents identified on Schedule A and all Intellectual Property therein, (b) the Marks and all Intellectual Property therein, including all common-law rights therein and all registrations and applications therefor identified on Schedule B, together with the goodwill of the business symbolized thereby; (c) the Domain Names identified on Schedule C; (d) all works of authorship, trade secrets and all other Business Intellectual Property, including without limitation all patent, trade secret, Copyright and other artistic, literary and moral rights, database, mask work, trademark, service mark, trade dress right and domain name rights and all goodwill associated therewith, and all other intellectual property and proprietary rights, in any of the foregoing.

Assignor further assigns to Assignee all of Assignor’s rights (i) in and to causes of action and enforcement rights associated with the Patents, Marks, Domain Names and other Business Intellectual Property, including, without limitation, all rights to pursue damages, injunctive relief and other remedies for past and future infringement or other violation of the Patents, Marks, Domain Names and other Business Intellectual Property and (ii) to apply in any or all countries of the world for patent, trademark and copyright protection for the Business Intellectual Property.

Assignor shall provide the Assignee, its successors and assigns with all such assistance as it may reasonably request for the full utilization of the rights granted above, including, without limitation, upon request by the Assignee to execute and cause its current or former employees or contractors to execute, as applicable, all applications and any further assignments or other documents or instruments, sign all lawful papers, and make all rightful oaths necessary or desirable to carry out the purposes or intent of this Assignment and to aid the Assignee or its successors, assigns or other legal representatives to obtain and enforce proper protection for the Business Intellectual Property in all jurisdictions and to record the Assignee as owner of the Business Intellectual Property, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of the Assignee, its successors, assigns or other legal representatives. Without limiting the foregoing, Assignor will do all things necessary, proper or advisable to reasonably assist Assignee in transferring all domain names that are Business Intellectual Property, including as applicable, placing each of the domain names in “unlocked” status and provide to Assignee the Internet domain name registrars’ transfer authorization codes for each of the domain names and any

other information required to effectuate the transfer of Assignor's right, title and interest in the domain names to Assignee. Assignor shall not assert any right, title or interest in or to any of the Business Intellectual Property and shall not use any of the Business Intellectual Property except as may be expressly authorized by the Assignee in writing.

Assignor reserves and excludes all of Assignor's rights, titles and interests in, to and under the Excluded Assets, as provided in the Purchase Agreement. Without limiting the foregoing, Assignor does not hereby sell, transfer, assign and convey to Assignee any right, title or interest in any assets, property and rights of Assignor that are not Acquired Assets.

Assignor hereby authorizes Assignee to file this Assignment at the United States Patent & Trademark Office, the United States Copyright Office, and their respective counterparts in any applicable jurisdiction around the world.

Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person or entity, other than the parties to this Assignment, any rights, remedies, obligations or liabilities.

Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in Section 9.3 of the Purchase Agreement.

This Assignment shall bind and inure to Assignee and Assignor and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

Notwithstanding anything in this Assignment to the contrary, the transfer, assignment, conveyance and delivery effectuated hereby is subject in all respects to the terms and conditions of the Purchase Agreement, and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of Assignor or Assignee as set forth in the Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and the Purchase Agreement, the terms and conditions of the Purchase Agreement shall take precedence.


This Assignment, and all Proceedings, causes of action, or claims of any kind (whether at Law, in equity, in Contract, in tort, or otherwise) that may be based upon, arise out of, or relate to this Assignment, or the negotiation, execution, or performance of this Assignment (including any Proceeding, cause of action, or claim of any kind based upon, arising out of, or related to any representation or warranty made in, in connection with, or as an inducement to this Assignment) will be governed by and construed in accordance with the Law of the State of Delaware, including without limitation Delaware Laws relating to applicable statutes of limitation, without giving effect to any choice of Law or conflict of Laws rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. The parties hereto hereby irrevocably submit to the exclusive jurisdiction of the federal or state courts of the State of Delaware over any Proceeding arising out of or relating to this Assignment and each party hereto hereby irrevocably agrees that all claims in respect of such Proceeding may be heard and determined in such courts. The parties hereto hereby irrevocably waive any objection which they may now or hereafter have to the laying of venue of any Proceeding brought in such courts or any claim that such Proceeding brought in such courts has been brought in an inconvenient forum. Each of the parties hereto agrees that a judgment in such Proceeding may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

Each of the parties hereto hereby irrevocably consents to process being served by any party to this Assignment in any Proceeding by delivery of a copy thereof in accordance with the terms of this Assignment. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS ASSIGNMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE ENFORCEMENT OF ANY PROVISION OF THIS ASSIGNMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS PARAGRAPH.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first set forth above.

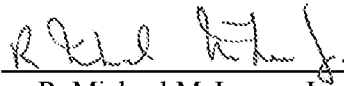
AF GLOENCO INC.

By: 
Name: Thomas E. Giles
Title: Vice President

[Signature Page to Intellectual Property Rights Assignment]

TRADEMARK
REEL: 007066 FRAME: 0927

SHRINKFAST, LLC

By: 
Name: R. Michael McLoone, Jr.
Title: Vice President

[Signature Page to Intellectual Property Rights Assignment]

TRADEMARK
REEL: 007066 FRAME: 0928

SCHEDULE A

Business Intellectual Property - Patents

Patent	Description	Type	Status
US 9,115,890 B2 (Issue Date 8/25/15)	Ignition System for Portable LPG Burner	Utility	Active 7 ½ yr. maintenance fee due 2020

[Schedule A to Intellectual Property Rights Assignment]

SCHEDULE B

Business Intellectual Property - Marks

United States Trademark:

Docket Number: TM000017_US
Mark Name: Shrinkfast
Country: United States
Status: Registered – (G)
Case Type: Regular – (REG)
Filing Type: National – (NAT)
Current Owner: AF Gloenco, Inc. – Shrinkfast Div. – (GLO)
Current Application Date: 4/24/12
Current Application Number: 85606501
Current Registration Date: 12/18/12
Current Registration Number: 4260908
Responsible Practice: John L. Dupre (Hamilton, Brook, Smith & Reynolds, P.C. – (JHBS)

Australia Trademark:

Docket Number: TM000015_AU
Mark Name: Shrinkfast
Country: Australia
Status: Registered – (G)
Case Type: Regular – (REG)
Filing Type: National – (NAT)
Current Owner: Ameriforge Group Inc. – (AFG)
Current Application Date: 7/17/12
Current Application Number: 1502535
Current Registration Date: 7/17/12
Current Registration Number: 1502535
Responsible Practice: Baldwins Intellectual Property – (BALD)

New Zealand Trademark:

Docket Number: TM000016_NZ
Mark Name: Shrinkfast
Country: New Zealand
Status: Registered – (G)
Case Type: Regular – (REG)
Filing Type: National – (NAT)
Current Owner: Ameriforge Group Inc. – (AFG)
Current Application Date: 7/17/12
Current Application Number: 962214
Current Registration Date: 7/17/12
Current Registration Number: 962214
Responsible Practice: Baldwins Intellectual Property – (BALD)

[Schedule B to Intellectual Property Rights Assignment]

SCHEDULE C

Business Intellectual Property – Domain Names

Domain	EXPIRATION	AUTO RENEW	DOMAIN LOCK
shrink-fast.com	2021-03-21	On	Locked
shrinkfast-975.com	2021-04-20	On	Locked
shrinkfast-975.net	2021-04-20	On	Locked
shrinkfast-998.com	2021-04-20	On	Locked
shrinkfast-998.net	2021-04-20	On	Locked
shrinkfast-998.org	2021-04-20	On	Locked
shrinkfast.info	2021-08-07	On	Locked
shrinkfast.org	2021-04-20	On	Locked
shrinkfast.us	2021-04-24	On	Locked
shrinkfast975.com	2021-04-20	On	Locked
shrinkfast998.com	2021-04-20	On	Locked
shrinkfast998.net	2021-04-20	On	Locked
shrinkfast998.org	2021-04-20	On	Locked
shrinkfastmz.com	2021-02-14	On	Locked
shrinkfasttools.com	2021-07-24	On	Locked
shrinkitall.com	2021-05-28	On	Locked

[Schedule C to Intellectual Property Rights Assignment]