

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851675

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DFR Acquisition LLC		10/06/2023	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Turn 14 Distribution, Inc.		
Street Address:	100 Tournament Drive		
Internal Address:	Suite 100		
City:	Horsham		
State/Country:	PENNSYLVANIA		
Postal Code:	19044		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4739296		
Registration Number:	4739297	DRAGONFIRE	
CORRESPONDENCE DATA			
Fax Number:	2159970266		
<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:	2159970248		
Email:	dryder@rmkiplaw.com		
Correspondent Name:	Douglas Ryder		
Address Line 1:	808 Bethlehem Pike Ste 200		
Address Line 4:	Colmar, PENNSYLVANIA 18915-9416		
NAME OF SUBMITTER:	Douglas J. Ryder		
SIGNATURE:	/DouglasJRyder-43073/		
DATE SIGNED:	11/07/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “TRADEMARK ASSIGNMENT”) is between DFR Acquisition LLC, a Delaware limited liability company having an address of 3191 N. Washington Street, Suite 2, Chandler, AZ 85225 (“ASSIGNOR”) and Turn 14 Distribution, Inc., a Pennsylvania corporation having an address of 100 Tournament Drive, Suite 100, Horsham, PA 19044 (“ASSIGNEE”).

WHEREAS, ASSIGNOR is using or had the intent to use various trademarks and is the owner of certain U.S. Trademark Registrations, U.S. Trademark Applications, Foreign Trademark Registrations, Foreign Trademark Applications as well as any and all common law trademark rights in the trademarks captured in or associated therewith. Such U.S. Trademark Registrations and the U.S. Trademark Applications are listed in Exhibit A hereto (“US TRADEMARKS”) and such Foreign Trademark Registrations and Foreign Trademark Applications are listed in Exhibit B hereto (“FOREIGN TRADEMARKS”).

WHEREAS, ASSIGNOR, ASSIGNEE and certain other entities are party to that certain Agreement For Purchase and Sale of Assets, dated as of September 6, 2023 (as amended, supplemented or otherwise modified from time to time, the “PURCHASE AGREEMENT”);

WHEREAS, under the terms of the PURCHASE AGREEMENT, the ASSIGNOR has agreed to sell, and ASSIGNEE has agreed to accept and acquire, among other assets, (a) the US TRADEMARKS together with the goodwill of the business symbolized thereby, (b) the TRADEMARKS as part of the entire business or portion thereof to which the TRADEMARKS pertain as required by 15 U.S.C. § 1060 together with the goodwill of the business symbolized thereby for a subset of the TRADEMARKS where actual use of the trademark has not occurred, or an Allegation of Use/Statement of Use has not yet been filed, and (c) the FOEIGN TRADEMARKS together with the goodwill of the business symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby assigns to the ASSIGNEE all of ASSIGNOR’S right, title, and interest in and to (a) the US TRADEMARKS, as part of the entire business or portion thereof to which the TRADEMARKS pertain as required by 15 U.S.C. § 1060 for the subset of the TRADEMARKS, along with the goodwill of the business connected with the use of and

symbolized by the US TRADEMARKS and (b) the FOREIGN TRADEMARKS along with the goodwill of the business connected with the use of and symbolized by the US TRADEMARKS.

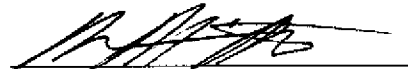
ASSIGNOR agrees that should additional documents be required to perfect the transfer of the US TRADEMARKS and/or the FOREIGN TRADEMARKS, then ASSIGNOR shall upon request from ASSIGNEE execute all such documents without further compensation to ASSIGNOR but at the sole cost and expense of ASSIGNEE.

This TRADEMARK ASSIGNMENT is expressly made subject to the terms of the PURCHASE AGREEMENT. Nothing contained in this TRADEMARK ASSIGNMENT shall be construed to expand, limit, amend, affect, enlarge, diminish, supersede, replace, rescind, waive or otherwise modify or terminate the representations, warranties, covenants and agreements set forth in the PURCHASE AGREEMENT, or any of the rights, remedies or obligations of ASSIGNOR or ASSIGNEE provided for therein or arising therefrom in any way, all of which shall remain in full force and effect in accordance with their terms. In the case of any conflict or inconsistency between the terms of this TRADEMARK ASSIGNMENT and the PURCHASE AGREEMENT, the terms of the PURCHASE AGREEMENT shall control.

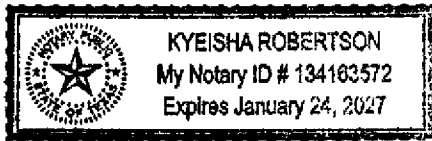
[Signature Page Follows]

I do hereby certify that no representations have been made to me or relied upon by me as an inducement for this TRADEMARK ASSIGNMENT than as is herein specifically set forth.

10/6/23
Date


Marc McAllister
President and Chief Executive Officer
DFR Acquisition LLC



On this 6th day of OCTOBER, 2023 before me, the subscriber, a Notary Public within State noted on the below seal/stamp, personally appeared the above-named (name), and in due form of law acknowledged the foregoing Assignment to be his acts and deeds and desired that the same be recorded as such.








Place Notary Seal/Stamp Above


Signature of Notary Public

DFR Trademark Assignment
 Exhibit A - US Trademark Registrations and US Trademark Applications

<u>Trademark</u>	<u>Image</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Application No.</u>	<u>Filing Date</u>
Design (Dragon Logo)		4739296	5/19/2015	85/371453	7/14/2011
DRAGONFIRE and Design (Dragon Logo)		4739297	5/19/2015	85/371482	7/14/2011

DFR Trademark Assignment
 Exhibit B - Foreign Trademark Registrations and Foreign Trademark Applications

<u>Trademark</u>	<u>Image</u>	<u>Country</u>	<u>AppIn No.</u>	<u>Filing Date</u>	<u>Reg No.</u>	<u>Reg Date</u>
DRAGONFIRE and Design (Dragon Logo)		Brazil	840248180	8/28/2012	840248180	9/27/2022
DRAGONFIRE and Design (Dragon Logo)		Brazil	840248210	8/28/2012	840248210	9/19/2017
DRAGONFIRE and Design (Dragon Logo)		Brazil	840248237	8/28/2012	840248237	9/19/2017
DRAGONFIRE and Design (Dragon Logo)		Brazil	840248245	8/28/2012	840248245	9/19/2017
DRAGONFIRE and Design (Dragon Logo)		Brazil	840248253	8/28/2012	840248253	9/19/2017
DRAGONFIRE and Design (Dragon Logo)		Japan	2012-001736	1/13/2012	5570048	3/29/2013