

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349543

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
World Factory, Inc.		06/28/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	LakeSouth Holdings LLC		
Street Address:	P.O. Box 96284		
City:	Southlake		
State/Country:	TEXAS		
Postal Code:	76092		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3178622	POWER GLIDE	
Registration Number:	3192109	CONTAINER BUILDER	
Registration Number:	3062889	YELLOWSTONE	
Registration Number:	3053935	BRINGING MARGIN BACK TO MAIN STREET	
Registration Number:	3160006	SUNSCAPE	
Registration Number:	3026841	SUNERGY	
Registration Number:	2810767	ASTONICA	
Registration Number:	2810766	ASTONICA	
Registration Number:	2810765	ASTONICA	
Registration Number:	2823375	NICHOLAS COLE	
Registration Number:	2971151	POWER GLIDE	
Registration Number:	2605562	POWERGLIDE	
Registration Number:	2505393	WORLD FACTORY	
CORRESPONDENCE DATA			
Fax Number:	8178789771		
<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:	8178783571		
Email:	leslie.darby@khh.com		

CH \$340.00 3178622

Correspondent Name: Leslie M. Darby
Address Line 1: 201 Main Street, Suite 2500
Address Line 4: Fort Worth, TEXAS 76102

ATTORNEY DOCKET NUMBER: WORLD FACTORY, INC.

NAME OF SUBMITTER: Leslie M. Darby

SIGNATURE: /Leslie M. Darby/

DATE SIGNED: 07/29/2015

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("**Assignment**"), dated as of June 28, 2015, is made by World Factory, Inc. ("**Grantor**"), a Delaware corporation, having an address of 542 Silicon Dr., Ste. 101, Southlake, Texas 76092, in favor of LakeSouth Holdings LLC ("**Grantee**"), a Texas limited liability company, having an address of P.O. Box 96284, Southlake, Texas 76092. NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Subject to Section 2 below, Grantor hereby irrevocably conveys, transfers and assigns to Grantee (and its successors and assigns), and Grantee hereby accepts, all of Grantor's entire right, title and interest throughout the world in and to the following (collectively, the "**Assigned IP**"):

(a) the patents set forth in Schedule 1 hereto (including the inventions and improvements disclosed and claimed therein) and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (collectively, the "**Patents**") to the full end of the term or terms for which said Patents have been or may be granted, reissued, continued, or extended, as fully and entirely as the same would have been held and enjoyed by Grantor had this Assignment not been made;

(b) the trademarks set forth in Schedule 2 hereto, including any and all common law rights, applications, and registrations related thereto and any and all related goodwill of the businesses in which such trademarks are used or which are connected with the use of or symbolized by such trademarks (collectively, the "**Trademarks**");

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Patents and/or Trademarks;

(d) all rights of any kind whatsoever of Grantor accruing under any of the Patents and/or Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Prior Security Agreement. Grantee acknowledges and agrees that this Assignment, and all right, title and interest in the Assigned IP granted to Grantee hereunder, is subject to a

security interest in the Assigned IP in favor of John A. Kuelbs and Gregory G. Kuelbs pursuant to that certain Security Agreement dated January 15, 2015 by and between World Factory, Inc. as grantor and John A. Kuelbs and Gregory G. Kuelbs together as lender/secured party (the “**Security Agreement**”). Grantee understands, and agrees to, the risk involved with acquiring the Assigned IP subject to the Security Agreement and hereby releases Grantor from any liability arising out of Grantor’s default on the Security Agreement or any other risk or damage resulting or arising from the Security Agreement. Further upon Grantor's reasonable request, and at Grantor’s sole cost and expense, Grantee shall take such steps and actions, and provide such cooperation and assistance to Grantor and its successors, assigns and legal representatives as may be reasonably necessary for Grantor to satisfy the terms and conditions of the Security Agreement.

3. Recordation and Further Actions. Grantor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office (“**USPTO**”) to record and register this Assignment upon request by Grantee. Grantor hereby agrees to promptly provide Grantee with any and all documentation related to the filing, prosecution, maintenance, ownership, title, and licensing of the Assigned IP, including but not limited to, certificates and applications. Following the date hereof, upon Grantee's reasonable request, and at Grantee's sole cost and expense, Grantor shall take such steps and actions, and provide such cooperation and assistance to Grantee and its successors, assigns and legal representatives, including (but not limited to) the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Grantee, or any assignee or successor thereto.

4. Representations and Warranties. Grantor hereby represents and warrants that (i) all required filings and fees related to the Patents and Trademarks have been timely filed with and paid to the USPTO and all Patents and Trademarks are otherwise in good standing, (ii) the Patents and Trademarks are valid and enforceable in the U.S. and are not subject to any threat or claim to the contrary, (iii) Grantor owns all right, title and interest in and to the Assigned IP, free and clear of liens, security interests and other encumbrances other than the Security Agreement, and has the full right, power and authority to assign and transfer to Grantee all right, title and interest in and to the Assigned IP, and (iv) Grantor will not initiate or file, or inspire or assist a third party to initiate or file, any claim, action or proceeding against the Assigned IP or Grantee’s or its successors’ or assigns’ ownership thereof.

5. Counterparts. This Assignment 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 Assignment 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 Assignment.

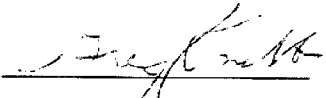
6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


7. Governing Law, Venue, and Attorneys' Fees. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule. The venue for any action relating to this Assignment shall exclusively lie in Tarrant County, Texas. The parties stipulate that this Assignment has been negotiated in Tarrant County, Texas and is performable in whole or in part in Tarrant County, Texas. If any action at law or in equity is necessary to enforce or interpret this Assignment, the prevailing party in such action will be entitled to reasonable attorneys' fees and costs in addition to any other relief to which the party may be entitled.

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be duly executed by their duly authorized representatives as of the date first above written.

Grantee: LakeSouth Holdings LLC

Grantor: World Factory, Inc.

By: 
Name: Greg Kuelbs
Title: Manager

By: 
Name: Tom S. Kuelbs
Title: CEO

SCHEDULE 1: PATENTS

UTILITY PATENTS:

- U.S. Patent No. 7,204,618; Application No. 11/201,509; Title: Light with interchangeable panels; Filing Date: August 11, 2005; Issue Date: April 17, 2007
- U.S. Patent No. 7,345,374; Application No. 11/361,279; Title: Decorative windmill with solar panel; Filing Date: February 24, 2006; Issue Date: March 18, 2008
- U.S. Patent No. 7,615,962; Application No. 11/368,193; Title: Solar-powered thermometer and clock; Filing Date: March 3, 2006; Issue Date: November 10, 2009
- U.S. Patent No. 7,830,110; Application No. 12/570,903; Title: Solar-powered thermometer; Filing Date: September 30, 2009; Issue Date: November 9, 2010
- U.S. Patent No. 7,345,371; Application No. 11/224,212; Title: Solar wind chime; Filing Date: September 12, 2005; Issue Date: March 18, 2008
- U.S. Patent No. 7,518,253; Application No. 12/049,936; Title: Solar wind chime; Filing Date: March 17, 2008; Issue Date: April 14, 2009
- U.S. Patent No. 8,129,850; Application No. 12/355,430; Title: Solar wind chime; Filing Date: March 6, 2012; Issue Date: March 6, 2012
- U.S. Patent No. 8,421,252; Application No. 13/413,257; Title: Solar wind chime; Filing Date: January 16, 2009; Issue Date: April 16, 2013
- U.S. Patent No. 8,941,252; Application No. 13/863,493; Title: Solar wind chime; Filing Date: April 16, 2013; Issue Date: January 27, 2015
- U.S. Patent No. 6,954,734; Application No. 09/619,947; Title: Method of producing, selling, and distributing articles of manufacture; Filing Date: July 20, 2000; Issue Date: October 11, 2005
- U.S. Patent No. 7,143,057; Application No. 11/191,399; Title: Method of producing, selling, and distributing articles of manufacture; Filing Date: July 28, 2005; Issue Date: November 28, 2006
- U.S. Patent No. 7,136,830; Application No. 10/055,751; Title: Method of producing, selling, and distributing articles of manufacture through the automated aggregation of orders and the visual representation of standardized shipping volumes; Filing Date: January 23, 2002; Issue Date: November 14, 2006

DESIGN PATENTS:

Title	Status	Filing Date	Serial No.	Issue Date	Patent/ Reg. No.
Shipping and Display Rack	Issued	11/19/03	29/194,126	07/18/06	D525,051
Clamp for Low-Voltage Light	Issued	05/24/04	29/205,996	03/13/07	D538,143
Jumper Cables with Lights	Issued	03/17/04	29/201,572	12/06/05	D512,374
Top for Step Ladder	Issued	08/03/04	29/210,555	05/02/06	D520,147
Solar Powered Spotlight	Issued	02/25/05	29/224,230	03/18/08	D564,700

Title	Status	Filing Date	Serial No.	Assignment Recorded	Issue Date	Patent/ Reg. No.
Top Portion of Lamp or Hangable Accessory	Issued	01/30/02	29/154,812		02/18/03	D470,618
Lattice Pattern for Lamp or Hangable Accessory	Issued	01/30/02	29/154,822		03/18/03	D472,010
Lamp or Hangable Accessory	Issued	01/30/02	29/154,811		02/11/03	D470,265
Top Portion of Lamp or Hangable Accessory	Issued	05/03/02	29/160,151		02/18/03	D470,620
Lattice Pattern for Lamp or Hangable Accessory	Issued	05/03/02	29/160,150		02/18/03	D470,619
Lamp or Hangable Accessory	Issued	05/09/02	29/160,387		02/25/03	D470,968
Top and Bottom Portion of Lamp or Hangable Accessory	Issued	08/09/02	29/165,522		08/19/03	D478,683
Top Portion of Lamp or Hangable Accessory	Issued	08/09/02	29/165,526		11/11/03	D482,156
Bottom Portion of Lamp or Hangable Accessory	Issued	08/09/02	29/165,524		01/27/04	D485,933
Light	Issued	07/18/02	29/164,210		07/18/03	D477,107
Hangable Lamp	Issued	08/09/02	29/165,520		12/16/03	D483,895
Lamp or Hangable Accessory	Issued	08/09/02	29/165,525		12/02/03	D483,139
Hangable Lamp	Issued	08/09/02	29/165,523		11/18/03	D482,479
Oil Lantern	Issued	05/08/02	29/160,303		12/17/02	D467,374

Title	Status	Filing Date	Serial No.	Assignment Recorded	Issue Date	Patent/ Reg. No.	S
Interchangeable Hitch Handles	Issued	04/16/02	29/159,199		08/26/03	D478,943	Is
Solar Bird Feeder	Issued	04/17/02	29/159,290		11/26/02	D466,255	Is
Bird Feeder	Issued	08/09/02	29/165,519		02/18/03	D470,630	Is
Bird Feeder	Issued	08/09/02	29/165,527		02/18/03	D470,629	Is
Stand for Bird Feeder	Issued	04/17/02	29/159,282		12/03/02	D466,656	Is
Light	Issued	06/11/02	29/162,257		13/3/02	D466,639	Is
Bird Feeder	Issued	08/09/02	29/165,521		03/04/03	D471,327	Is
Hinged Solar Collector for Light	Issued	03/24/03	29/178,330		08/17/04	D494,536	I
Light - Petal	Issued	03/24/03	29/178,340		11/25/03	D482,814	I
Light - Champagne	Issued	03/24/03	29/178,339		10/05/04	D497,021	I
Light - Hurricane	Issued	03/24/03	29/178,338		06/15/04	D491,685	I
Two-Stage Reflector for Light	Issued	05/15/03	29/181,718		03/23/04	D487,818	I
Light	Issued	07/21/03	29/186,717		11/29/05	D512,172	
Solar Light with Rectangular Solar Collector	Issued	02/18/05	29/217,056	07/19/05	12/05/06	D533,298	

SCHEDULE 2: TRADEMARKS

Title	Status	Filing Date	Serial No.	Assignment Recorded	Issue Date	Patent/ Reg. No.
ASTONICA (IC 011)	Registered	03/28/03	78/231,219		02/03/04	2,810,765
ASTONICA (IC 018)	Registered	03/28/03	78/231,226		02/03/04	2,810,766
ASTONICA	Registered	03/28/03	78/231,234		02/03/04	2,810,767
BRINGING MARGIN BACK TO MAIN STREET	Registered	10/25/04	78/505,085		01/31/06	3,053,935
CONTAINER BUILDER	Registered	08/29/05	78/702,726		01/02/07	3,192,109
NICHOLAS COLE	Registered	03/19/03	78/227,300		03/16/04	2,823,375
POWER GLIDE & DESIGN	Registered	06/27/01	76/277,423		07/19/05	2,971,151
POWERGLIDE	Registered	07/07/00	76/085,189		08/06/02	2,605,562
POWER GLIDE	Registered	09/19/05	78/715,428		11/28/06	3,178,622
SUNERGY	Registered	03/29/04	78/392,542		12/13/05	3,026,841
SUNSCAPE	Registered	06/04/04	78/429,785	07/29/05	10/17/06	3,160,006
WORLD FACTORY	Registered	12/2/099	75/862,984		11/06/01	2,505,393
YELLOWSTONE	Registered Canada	12/09/03	1,199,426		09/29/05	TMA649,259
YELLOWSTONE (Scaffolding)	Registered	12/20/04	78/535,233		02/28/06	3,062,889