

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM373662

<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>
GP DEVICE LLC		11/05/2015	LIMITED LIABILITY COMPANY: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARCHANGEL DEVICE LLC		
<b>Street Address:</b>	207 E. Buffalo Street, Suite 604		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53202		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: WISCONSIN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4589118	GUARDIAN ANGEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4142235000		
<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>	4149785559		
<b>Email:</b>	jpolmatier@whdlaw.com		
<b>Correspondent Name:</b>	Jere L Polmatier		
<b>Address Line 1:</b>	Whyte Hirschboeck Dudek S.C.		
<b>Address Line 2:</b>	555 East Wells Street, Suite 1900		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>ATTORNEY DOCKET NUMBER:</b>	36647-1 BMS		
<b>NAME OF SUBMITTER:</b>	Jere L. Polmatier		
<b>SIGNATURE:</b>	/jlp/		
<b>DATE SIGNED:</b>	02/18/2016		
<b>Total Attachments: 4</b>			
source=Assign3#page1.tif			
source=Assign3#page2.tif			
source=Assign3#page3.tif			

CH \$40.00 4589118



## INTELLECTUAL PROPERTY AND INVENTION ASSIGNMENT

THIS INTELLECTUAL PROPERTY AND INVENTION ASSIGNMENT ("Assignment"), effective the 5th day of November, 2015 (the "Effective Date"), is made and entered into by and between GP DEVICE LLC which has a principal place of business at 207 E. Buffalo Street, Suite 604, Milwaukee, WI 53202 ("Assignor"), and ARCHANGEL DEVICE LLC which has a principal place of business at 207 E. Buffalo Street, Suite 604, Milwaukee, WI 53202 ("Assignee"). The Assignor and Assignee are at times referred to as Party or Parties, individually or collectively as required by the text of this Assignment.

### ASSIGNMENT

NOW THEREFORE, in consideration of the mutual promises and covenants made below and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor irrevocably transfers, assigns, and conveys to Assignee all of Assignor's ownership, rights, title, and interest in and to the intellectual property listed on Exhibit A (the "Assigned IP"). The rights conveyed in this Assignment include, without limitation, the following:

(a) the right in and to any and all causes of action, either in law or in equity, relating to the Assigned IP, and the right to enforce any rights and to file any causes of action, including all rights to recover damages, profits and injunctive relief for any past, present or future infringement or misappropriation of the Assigned IP;

(b) the right to file, prosecute, and maintain any applications and registrations relating to the Assigned IP in Assignee's name or otherwise as Assignee may direct anywhere in the world;

(c) the right to freely license, sublicense and assign the Assigned IP; and

(d) all other rights Assignor holds in the Assigned IP.

2. Limitations on Assignor. For so long thereafter as the Assigned IP is protectable, Assignor will not use or disclose any information about or relating to the Assigned IP, except as specifically authorized in writing by Assignee.

3. Assignor's Representations and Warranties. Assignor represents and warrants that: (i) all of the Assigned IP is valid and subsisting; (ii) Assignor is the sole and exclusive owner of, and has good and marketable title to, all of the Assigned IP, free and clear of all encumbrances; (iii) Assignor has the right to convey its entire ownership, right, title and interest to Assignee; (iv) Assignor has not and will not create or execute any agreement in conflict with this Assignment; and (v) Assignor has not and will not without the express written consent of the Assignee, either alone or with a third party, file a patent application, copyright application, or other document for the protection of any invention related to the Assigned IP, whether in whole or part.

4. Assistance in Securing Rights. Assignor will make available, without expense to Assignee, its employees who participated in the design and/or construction of the Assigned IP to assist the Assignee in the preparation, filing, examination, maintenance, exploitation and enforcement of patents, copyrights, and/or other forms of intellectual property protection that the Assignee may, in its sole discretion, choose to pursue anywhere in the world. This cooperation by the Assignor will extend only to such employees that are still under the control of the Assignor, and this cooperation will include, among other things, having the employee sign all papers, execute all divisional, continuing, re-examination and re-issue applications, make all rightful oaths and generally do everything possible to aid the Assignee, its successors, assigns or other legal representatives, to obtain and enforce any and all patents and copyrights relating to the Assigned IP anywhere in the world, particularly if the employee is deemed an inventor or co-inventor of the Device or the Assigned

IP or some aspect of it, and to provide assistance and testimony, if needed, in any interference, re-examination, reissue, opposition or other legal proceeding relating to the Assigned IP.

5. Acceptance of Assignment. Assignee hereby accepts the assignment described in the preceding paragraphs, and assumes all rights, liabilities and obligations in connection with the Assignment of the Assigned IP.

6. Further Action. Assignor, for itself and for its successors and assigns, further covenants and agrees that Assignor and its successors and assigns shall do or cause to be done all such further acts and shall execute, acknowledge, and deliver, or shall cause to be executed, acknowledged, and delivered, any and all such further assignments, transfers, conveyances, powers or attorney, consents, assurances, and other documents and instruments as Assignee may reasonably request to vest in Assignee and its successors and assigns the Assigned IP and all rights intended to be assigned and transferred to Assignee under this Assignment.

7. Severability of Provisions. If any provision in this Assignment is held unenforceable by a court of law, then the unenforceable provision shall be struck from this Assignment and the remaining provisions of this Assignment shall remain in effect.

8. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Signatures delivered by facsimile or in electronic format (i.e., "pdf") shall be valid and binding for all purposes.

9. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Wisconsin. The Assignor and the Assignee acknowledge that this Assignment was negotiated in Milwaukee, WI, and that the Parties, in connection with the making of this Assignment, had sufficient contacts with the State of Wisconsin so that the United States District Court for the Eastern District of Wisconsin shall have personal jurisdiction over the Parties to entertain any action arising under this Assignment.

*[Signature Page Follows]*

IN WITNESS WHEREOF, AND WITH THE INTENT TO BE LEGALLY BOUND, the Parties have caused this Assignment to be signed by the duly authorized officers as of the day and year indicated below.

ASSIGNOR:

ASSIGNEE:

GP DEVICE LLC

ARCHANGEL DEVICE LLC

By: Greenpoint Tactical Income Fund LLC,  
Managing Member

By:   
\_\_\_\_\_  
Christopher Nohl, Manager

By:   
\_\_\_\_\_  
Chadwick Keller, President

EXHIBIT A  
TO  
INTELLECTUAL PROPERTY AND INVENTION ASSIGNMENT  
BETWEEN GP DEVICE LLC AND ARCHANGEL DEVICE LLC

---

1. MULTI-FUNCTION FLARE DEVICE FOR POPULATED AREAS; Patent Number: US 8,917,187 B2 issued on December 23, 2014.

2. MULTI-DIRECTIONAL, MULTI-FUNCTIONAL, WEARABLE SAFETY LIGHTING APPARATUS; US Application Number: 14/295,935 filed on June 4, 2014.

3. MULTI-FUNCTION FLARE DEVICE FOR POPULATED AREAS; US Application Number: 12/612,632 filed on November 4, 2009.

4. WEARABLE SAFETY LIGHT; US Application Number: 29/492,937.

5. SAFETY LIGHT; US Application Number: 29/509,969.

6. MOUNTING BRACKET FOR MAGNETICALLY ATTRACTED LIGHTING DEVICE; US Application Number: 29/510,025.

7. RATCHETING COUPLING FOR A SWIVELABLE LIGHT MOUNTING SYSTEM; US Application Number: 29/509,963.

8. GUARDIAN ANGEL; US Trademark Registration Number: 4,589,118 registered on August 19, 2014; and all goodwill related thereto.

9. All patents, trademarks, copyrights, domain names, trade names, product logos, product concepts, goodwill, and any other intellectual property owned by Assignor which relate to the Guardian Angel LED Lights, including, without limitation, all registered and common law rights in the following:

(a) 425, Inc. trademark and all goodwill related thereto;

(b) All slogans, tag lines, designs and other trademarks used by Assignor;

(c) The [www.425inc.us](http://www.425inc.us) domain name and any other domain names owned or used by Assignor;

(d) All photos and content located at the above-referenced domain name and any other domain names owned or used by Assignor;

(e) All promotional materials and accounts relating to Assignor's business, including telephone numbers, photos, social media accounts and content, brochures and other marketing materials; and

(f) All trade secrets (as defined by Wis. Stat. § 134.90) and confidential information relating to Assignor's business, such as customer lists, business strategies, and pricing information.