# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM397356

| SUBMISSION TYPE:      | NEW ASSIGNMENT                                     |  |  |
|-----------------------|--|--|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |  |  |

#### **CONVEYING PARTY DATA**

| Name               | Formerly | Execution Date | Entity Type             |
|--------------------|----------|----------------|-------------------------|
| Element Case, Inc. |          | 08/02/2016     | Corporation: CALIFORNIA |

# **RECEIVING PARTY DATA**

| Name:             | STMEC, LLC                            |  |
|-------------------|---------------------------------------|--|
| Street Address:   | 12840 Danielson Court                 |  |
| Internal Address: | Suite B/C                             |  |
| City:             | Poway                                 |  |
| State/Country:    | CALIFORNIA                            |  |
| Postal Code:      | 92064                                 |  |
| Entity Type:      | Limited Liability Company: CALIFORNIA |  |

#### **PROPERTY NUMBERS Total: 8**

| Property Type        | Number   | Word Mark            |  |
|----------------------|----------|----------------------|--|
| Registration Number: | 4826440  | RONIN                |  |
| Registration Number: | 4636983  | RECON                |  |
| Registration Number: | 4587377  | SOLACE               |  |
| Registration Number: | 4571604  | PROTECTION REDEFINED |  |
| Registration Number: | 4520943  | SOFT-TEC             |  |
| Registration Number: | 4532588  | E                    |  |
| Serial Number:       | 86038791 | VAPOR                |  |
| Registration Number: | 4005830  | EC ELEMENT CASE      |  |

#### CORRESPONDENCE DATA

Fax Number: 6022406600

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.

Phone: 602-240-3026

Email: trademarks@shermanhoward.com Michelle M. Morris, Sherman & Howard Correspondent Name:

Address Line 1: 201 East Washington Street

Address Line 2: Suite 800

Address Line 4: Phoenix, ARIZONA 85004

ATTORNEY DOCKET NUMBER: 088394.400

TRADEMARK

**REEL: 005869 FRAME: 0479** 900376982

| NAME OF SUBMITTER: Michelle M. Morris                          |                      |  |  |  |
|--|----------------------|--|--|--|
| SIGNATURE:   | /Michelle M. Morris/ |  |  |  |
| DATE SIGNED:   | 09/02/2016           |  |  |  |
| Total Attachments: 6   |                      |  |  |  |
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| course. Executed US Trademark Assignment 42622561, 1#page2 tif |                      |  |  |  |

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TRADEMARK
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# TRADEMARK ASSIGNMENT

This is a Trademark Assignment ("Assignment"), effective as of December 1, 2015, made by Element Case, Inc., a California corporation, 595 Taylor Way, #1, San Carlos, CA 94070 ("Assignor") in favor of STMEC, LLC, a California limited liability company, 12840 Danielson Court, Suite B/C, Poway, CA 92064 ("Assignee").

# RECITALS

- A. Assignor is the owner of all right, title and interest in and to the trademarks identified on Schedule A attached hereto, together with the common law rights therein and the applications and registrations therefor (collectively, the "Marks").
- B. This Assignment is being entered into and executed further to that Bill of Sale, Assignment of Lease and Contracts, and General Conveyance made as of December 1, 2015 between Assignor and Assignee (the "Bill of Sale"), which provides for the assignment of the Marks and the applications and registrations therefor from Assignor to Assignee, together with all goodwill associated therewith and all common law rights therein.
- C. Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all right, title and interest in and to the Marks, together with all goodwill associated therewith.

#### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. Assignment. In accordance with and further to the transactions set forth in the Bill of Sale, Assignor hereby assigns and transfers to Assignee, its successors and assigns, all right, title and interest in and to the Marks, including, without limitation, the applications and registrations therefor, together with the goodwill symbolized and associated with the Marks, the common law rights in the Marks, and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present or future infringement, misappropriation and/or dilution of the Marks.
  - Acceptance. Assignee hereby accepts the foregoing assignment of the Marks.
- further necessary assurance of original ownership of the Marks by Assignor (including the registrations therefor). At any time, upon the reasonable request of Assignee, Assignor shall execute and deliver any and all documents that may be reasonably necessary or desirable to perfect the title to the Marks and their registration in Assignee, its successors, assigns or other legal representatives; and to reasonably assist Assignee in making a record with government agencies, authorities, courts or third parties of the fact that Assignee owns all right, title and interest in and to the Marks and their registrations, and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks, all at Assignee's sole cost and expense.
- (b) Assignor agrees that if Assignee is unable because of Assignor's unavailability, dissolution or liquidation, or for other reason, to secure Assignor's signature with respect to any Marks,

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including, without limitation, for the purpose of assigning or recording the assignment of any of the Marks, or further prosecuting, pursuing or maintaining any of the registration applications or registrations for the Marks, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers as Assignor's agent and attorney-in-fact, to act for and on Assignor's behalf to execute and file any papers and oaths and to do all other lawfully permitted acts with respect to such Marks to record this Assignment and to further the prosecution and issuance of the Marks' registrations with the same legal force and effect as if executed by Assignor. This power of attorney shall be deemed coupled with an interest and shall be irrevocable.

4. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Assignment by facsimile transmission or email shall be effective as delivery of an originally executed counterpart of this Assignment.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by Assignor and Assignee on the dates set forth below.

#### ASSIGNOR:

Element Case, Inc., a California corporation

| $\mathbf{B}_{\mathbf{V}'}$ |             |      | <u></u>  |    |      |
|----------------------------|-------------|------|--|----|------|
| Name:                      | Jeff Sasaki |      | <del></del>  |    |      |
| Title:                     | President   |      |  | ·· | ···· |
| Date:_                     | 8/2,        | 1201 | A CONTRACTOR OF THE PARTY OF TH |    |      |
|                            |             |      | Marie .  |    |      |

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| State of California County of  |
|--|
| County of Sen Dieso  On August 2, 2016, before me, Christoph Dyron Cooke, Nothing August (insert name and title of the officer)  |
| personally appeared <u>Jeff Sasaki</u> , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. |
| I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.   |
| WITNESS my hand and official seal.  WITNESS my hand and official seal.  COMM. #2147016  Notary Public • California San Diego County  Ny Comm. Expires Mar. 20, 2020  |
| Signature (Seal)   |

ASSIGNEE:

STMEC, LLC, a California limited liability company

By:

Name: Wayne Faulkner

Title: Manager

Date: 8/2/14

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| State of Califor |    | ^ 1   |  |
|------------------|----|-------|--|
| County of        | S. | 11:45 | <u>)                                    </u> |
|                  |    | "     | ~  |

On August 1 hold before me, Classification by on Cooke Notwood Public (insert name and title of the officer)

personally appeared <u>Wayne Faulkner</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_

CHRISTOPHER BYRON COOKE COMM. #2147016 Notary Public - California S San Diego County Hy Comba. Espires Mar. 20, 2020

(Seal)

# EXHIBIT A

| Trademark                    | Class     | Country              | Application No. /<br>Registration No. |
|------------------------------|-----------|----------------------|---------------------------------------|
| <b>∉</b> ELEMENT <b>CASE</b> | 9         | Argentina            | 2620038                               |
| <b>∉</b> ELEMENT <b>CASE</b> | 9         | Australia            | 1473865                               |
| <b>E</b> ELEMENT <b>CASE</b> | 9         | Brazil               | File No. 906295025                    |
| E                            | 9         | China                | File No. 16724965                     |
| ELEMENTCASE                  | 18        | China                | 14370994                              |
| <b>E</b> ELEMENT <b>CASE</b> | 18        | China                | File No. 14371022                     |
| ELEMENTCASE                  | 20        | China                | 14371133                              |
| <b>E</b> ELEMENT <b>CASE</b> | 20        | China                | 14371152                              |
| ELEMENTCASE                  | 28        | China                | File No. 14371186                     |
| <b>Æ</b> ELEMENT <b>CASE</b> | 28        | China                | File No. 14371204                     |
| ELEMENT CASE                 | 18        | European Union (CTM) | 011641016                             |
| ELEMENT CASE                 | 9, 17     | European Union (CTM) | 012115705                             |
| Œ                            | 9, 17, 18 | European Union (CTM) | 011641024                             |
| EC ELEMENTCASE               | 9         | Hong Kong            | 302714058                             |
| <b>€</b> ELEMENT <b>CASE</b> | 9         | India                | File No. 2519626                      |
| EC ELEMENTCASE               | 9         | India                | File No. 2519625                      |
| #ELEMENT CASE                | 9         | Indonesia            | File No. D002014035591                |
| <b>∉</b> ELEMENT <b>CASE</b> | 9         | Israel               | 254927                                |
| € ELEMENT <b>CASE</b>        | 9, 35     | Japan                | 5641166                               |
| <b>€</b> ELEMENT <b>CASE</b> | 9         | Malaysia             | 2014061595                            |
| <b>Æ</b> ELEMENT <b>CASE</b> | 9         | Mexico               | 1388542                               |
| #ELEMENTCASE                 | 9         | New Zealand          | 983464                                |

Element Case, Inc./STMEC, LLC: Universal Trademark Assignment 088394.004/5980582.4

TRADEMARK REEL: 005869 FRAME: 0485

| Trademark                    | Class     | Country            | Application No. /<br>Registration No. |
|------------------------------|-----------|--------------------|---------------------------------------|
| <b>€</b> ELEMENT <b>CASE</b> | 9         | Philippines        | 4/2013/00004162                       |
| <b>€</b> ELEMENT <b>CASE</b> | 9, 17, 35 | Poland             | File No. Z-421500                     |
| <b>E</b> ELEMENT <b>CASE</b> | 9         | Republic of Korea  | 4009588940000                         |
| <b>E</b> ELEMENT <b>CASE</b> | 9         | Russian Federation | 527206                                |
| #ELEMENT <b>CASE</b>         | 9         | Saudi Arabia       | 1436004745                            |
| <b>€</b> ELEMENT <b>CASE</b> | 9.        | Singapore          | T1313801I                             |
| <b>€</b> ELEMENT <b>CASE</b> | 9, 17, 18 | Switzerland        | 653111                                |
| EC ELEMENTCASE               | 9         | Taiwan             | 1681068                               |
| <b>€</b> ELEMENT <b>CASE</b> | 9         | Taiwan             | 1681067                               |
| <b>€</b> ELEMENT <b>CASE</b> | 9         | Thailand           | File No. 886843                       |
| <i>E</i> ELEMENT <b>CASE</b> | 9         | Turkey             | 201531819                             |
| <b>€</b> ELEMENT <b>CASE</b> | 9         | UAE                | 191715                                |
| ELEMENTCASE                  | 9         | United Kingdom     | 2576097                               |
| RONIN                        | 9         | United States      | 4826440                               |
| RECON                        | 9         | United States      | 4636983                               |
| SOLACE                       | 9         | United States      | 4587377                               |
| PROTECTION REDEFINED         | 9         | United States      | 4571604                               |
| SOFT-TEC                     | 9         | United States      | 4520943                               |
| Е                            | 9         | United States      | 4532588                               |
| VAPOR                        | 9         | United States      | Serial No. 86038791                   |
| <b>∉</b> ELEMENT <b>CASE</b> | 9         | United States      | 4005830                               |
| <b>∉</b> ELEMENT <b>CASE</b> | 9         | Vietnam            | File No. 4-2014-17951                 |

End of Document\*\*\*\*\*\*\*\*\*

Exhibit A

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Element Case, Inc./STMEC, LLC: Universal Trademark Assignment 088394.004/5980582.4

RECORDED: 09/02/2016

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