

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397862

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Solaray Holding Corp.		09/24/2013	Corporation: OKLAHOMA
RECEIVING PARTY DATA			
Name:	Solaray, LLC		
Street Address:	P.O. Box 1168		
City:	Sapulpa		
State/Country:	OKLAHOMA		
Postal Code:	74067		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4125041	OUTDOOR POWER	
Registration Number:	3206163	AES	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	18245-5-RFS		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	09/08/2016		
Total Attachments: 4			
source=14.7 AES Trademark 2#page1.tif			
source=14.7 AES Trademark 2#page2.tif			

CH \$65.00 4125041

source=14.7 AES Trademark 2#page3.tif

source=14.7 AES Trademark 2#page4.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”) is made and entered into as of September 24, 2013, by and between Solaray Holding Corp., an Oklahoma corporation (“**Assignor**”) and Solaray, LLC a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignor is the owner of those certain trademark registrations set forth in the attached Schedule A (the “**Marks**”)

WHEREAS, Assignor and Assignee are parties to a Contribution Agreement dated as of September 24, 2013, pursuant to which Assignor has agreed to contribute, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to acquire and accept from Assignor, all of Assignor’s right, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor’s right, title and interest in, to and under the Marks, including, without limitation, all goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, and all applications for registrations thereof, together with the right to sue and recover damages for future or past infringements thereof and to fully and entirely stand in the place of Assignor in all matters related thereto.

2. Further Assurances. Assignor agrees to execute and deliver such other documents and to take all such other actions as Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths and other documentation as may be reasonably required to effect the terms of this Assignment.

3. Recordation. Assignor authorized and requests the Commission of Trademarks of the United States, and the corresponding entities or agencies in any country foreign to the United States, to record Assignee as the assignee and owner of record of the Marks issued in the United States or registered in any corresponding jurisdiction.

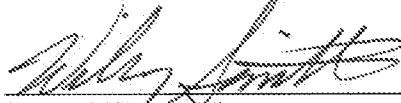
4. Miscellaneous. This Assignment, and all claims or causes of action (whether at law, in contract or in tort) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution or performance hereof, will be governed by and construed in accordance with the laws of the State of Delaware without giving effect to conflicts of laws principles that would result in the application of the law of any other state. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment will not waive any of its rights under such terms or provisions. This Assignment will bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute on and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of Assignor and Assignee has executed this Assignment as of September 27, 2013.

ASSIGNOR

SOLARAY HOLDING CORP.

By: 

Name: Wiley Smith

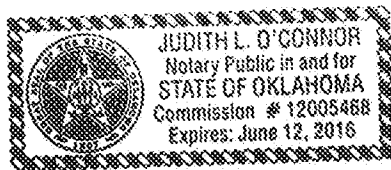
Title: President


THE STATE OF OKLAHOMA

County of Tulsa

This instrument was executed before me on this 23 day of September, by Wiley Smith, the President of Solaray Holding Corp., an Oklahoma corporation.

WITNESS my hand and official seal.




Notary Public in and for
The State of Oklahoma

Judith L. O'Connor
Printed or Typed Name of Notary

My Commission Expires _____

ASSIGNEE

SOLARAY, LLC

By: 

Name: Wiley Smith

Title: Manager

Signature Page to Trademark Assignment

TRADEMARK
REEL: 005873 FRAME: 0127

Schedule A to Trademark Assignment

Marks

Trademark	Registrant	Registration No.	Registration Date
OUTDOOR POWER	SOLARAY HOLDING CORP.	4,125,041	4/10/12
AES	SOLARAY HOLDING CORP.	3,206,163	2/6/07