

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430111

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALLWAY TOOLS INC.		04/10/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Allway Tools, Inc.		
Street Address:	248 Wyandanch Avenue		
City:	West Babylon		
State/Country:	NEW YORK		
Postal Code:	11704		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1614646	ALLWAY	
Registration Number:	3297018	HANDY SAW	
Registration Number:	2513040	HARD HAT	
Registration Number:	1148502	SAND BAR	
Registration Number:	4392503	SWITCH-BACK	
CORRESPONDENCE DATA			
Fax Number:	2126843999		
<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:	2126843900		
Email:	efiling@grr.com		
Correspondent Name:	David D. Rodrigues		
Address Line 1:	270 Madison Ave, 8th Floor		
Address Line 2:	Gottlieb, Rackman & Reisman P.C.		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	8835/001		
NAME OF SUBMITTER:	David D. Rodrigues		
SIGNATURE:	/David D. Rodrigues/		
DATE SIGNED:	06/06/2017		

OP \$140.00 1614646

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("*Agreement*") is effective April 10, 2017 by and between Allway Tools, Inc., a New York corporation ("*Assignor*"), and Allway Tools, Inc., a Delaware corporation ("*Assignee*").

1. In connection with the Asset Purchase Agreement entered into by Assignor, Linzer Products Corp, and Donald Gringer, dated March 9, 2017 (the "*Asset Purchase Agreement*"), and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigned and transfers to Assignee all claims, rights, title and interest Assignor has or may have throughout the world in and to the registered trademarks listed on Appendix A, together with the goodwill of the business associated therewith (the "*Trademarks*")
2. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademarks, which may be required to perfect title in the Trademarks in the Assignee. The Assignor shall also furnish the Assignee with the original certificates covering the Trademarks.
3. Assignor hereby authorizes the Commissioner of Patents and Trademarks (and the equivalent authorities in foreign patent and trademark offices) to record this Agreement and transfer the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.
4. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of New York, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws or public policy principles of the State of New York. Any legal action or proceeding arising out of or relating to this Agreement and the Transactions brought by any party or its successors or assigns against any other party shall be brought and determined in the federal courts of the United States in Manhattan, New York, New York (or, if such court lacks subject matter jurisdiction, in any appropriate New York, New York state or federal court), and each of the parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding.
5. This Agreement, together with the Asset Purchase Agreement, constitutes the final, complete and entire agreement between the parties with respect to the subject matter hereof. This Agreement may be modified or amended only by a written agreement executed by both parties. If any legal action is brought to construe or enforce any provision of this Agreement, the parties shall conduct such legal action and proceedings pursuant to Section 9.07 of the Asset Purchase Agreement.

By signing below, the parties hereto agree to and execute this Agreement.

Assignor:

Assignee:

Allway Tools, Inc.

Allway Tools, Inc.

By:

Name: Donald Gringer

Title: Chairman

By:

Name:

Title:

Date: April 10, 2017

By: _____

Name:

Title:

Date: April 10, 2017

APPENDIX A

TRADEMARKS

No.	Trademarks	Country	Registration #	Registration Date
1.	ALLWAY	United States	1,614,646	9/25/1990
2.	ALLWAY	China	4882951	8/28/2008
3.	HANDY SAW	United States	3,297,018	9/25/2007
4.	HARD HAT	United States	2,513,040	11/27/2001
5.	SAND BAR	United States	1,148,502	3/17/1981
6.	SWITCH-BACK	United States	4,392,503	8/27/2013