

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM433404

<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>
Adenna Inc.		02/14/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Adenna LLC		
<b>Street Address:</b>	201 S. Milliken Avenue		
<b>City:</b>	Ontario		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91761		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3241747	ADENNA	
<b>Registration Number:</b>	4913468	DARK LIGHT	
<b>Registration Number:</b>	4505504	EMPOWER	
<b>Registration Number:</b>	4956954	ENOV-8	
<b>Registration Number:</b>	2958696	EXPLORER	
<b>Registration Number:</b>	3066856	HANDY GUARD	
<b>Registration Number:</b>	4580626	HERO	
<b>Registration Number:</b>	4669622	LET US PROTECT YOUR MOST IMPORTANT TOOLS	
<b>Registration Number:</b>	2984198	MIRACLE	
<b>Registration Number:</b>	4001651	NIGHT ANGEL	
<b>Registration Number:</b>	3442978	PHANTOM	
<b>Registration Number:</b>	2974604	PRECISION	
<b>Registration Number:</b>	3241540	PROTECTION AND COMFORT FOR YOUR LIFE	
<b>Registration Number:</b>	3442979	SHADOW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2166216165		
<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>	216-621-1113		

OP \$365.00 3241747

**Email:** hboehlefeld@rennerotto.com  
**Correspondent Name:** Heidi A. Boehlefeld  
**Address Line 1:** 1621 Euclid Avenue  
**Address Line 2:** Nineteenth Floor  
**Address Line 4:** Cleveland, OHIO 44115

**NAME OF SUBMITTER:** Heidi A. Boehlefeld

**SIGNATURE:** /Heidi A. Boehlefeld/

**DATE SIGNED:** 06/30/2017

**Total Attachments: 5**

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**INTELLECTUAL PROPERTY ASSIGNMENT**

This Assignment, dated as of February 14, 2017 (the “**IP Assignment**”), is entered into by and among Adenna, LLC, a Delaware limited liability company (“**Assignee**”) and Adenna Inc., a California corporation (“**Assignor**”). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase and Contribution Agreement (as defined below).

WHEREAS, in connection with the transactions contemplated by that certain Asset Purchase and Contribution Agreement, dated as of the date hereof (as supplemented, amended, restated or otherwise modified from time to time pursuant to the terms thereof, the “**Asset Purchase Agreement**”), by and among Assignor, Assignee, Tranzonic Holdings, LLC, a Delaware limited liability company, The Tranzonic Companies, an Ohio corporation, Maxwell Lee and Charles Chang, the Assignor sold all of its right, title, and interest in and to the Acquisition Assets to Assignee, and in connection therewith, the Assignor has agreed to assign, and Assignee has agreed to acquire, all of the Assignor’s right, title and interest in and to all of the trademarks (including common law rights), trade names, service marks, trade dress, logos, service names, trade names, corporate names and domain names, along with the goodwill associated therewith, including but not limited to the trademarks and domain names listed on **Exhibit A** hereto, in all jurisdictions in all the world, and all registrations, renewals and applications therefor, owned and used by the Assignor in connection with the operation of the Business (the “**Intellectual Property**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, Assignor hereby agrees as follows:

1. Effective as of the Closing, Assignor does hereby assign, sell, transfer and convey to Assignee, all of the Assignor’s right, title, and interest in and to the Intellectual Property throughout the world, including all goodwill pertaining thereto, and all rights to petition, sue, or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong directly relating to any of the Intellectual Property.
2. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Acquisition Assets are incorporated herein by this reference. Assignor and Assignee hereby acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded or deemed enlarged, limited, modified or altered in any way hereby, but shall remain in full force and effect to the full extent provided therein. If any conflict or inconsistency exists between the terms of this IP Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

3. The Assignor hereby agrees to execute upon the request of Assignee, at Assignee's expense, such additional documents as are reasonably necessary to register or renew or otherwise give full effect to and to perfect the rights of Assignee under this IP Assignment in and to the Intellectual Property, including, without limitation, all documents reasonably necessary to register in the name of Assignee the assignment of the Intellectual Property with the United States Patent & Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar; and at Assignee's expense, provide reasonable assistance in any proceedings relating to Assignee's right, title, interest and benefit in and to the Intellectual Property.
4. This IP Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
5. This IP Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Delaware, without regard to any choice or conflict of laws principles that would give rise to the application of the substantive laws of any other jurisdiction.
6. If any term or other provision of this IP Assignment is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of applicable Law or public policy, all other terms and provisions of this IP Assignment shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this IP Assignment so as to effect the original intent of the parties under the Asset Purchase Agreement as closely as possible to the fullest extent permitted by applicable Law or public policy in a mutually acceptable manner to the end that the sale of the Acquisition Assets is fulfilled to the fullest extent possible.
7. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this IP 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 IP Assignment.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment on the date first written above.

ASSIGNOR:

ADENNA, INC.

By: 

Print Name: Maxwell Lee

Title: President

ASSIGNEE:

ADENNA, LLC

By: \_\_\_\_\_

Print Name: Patrick Fitzmaurice

Title: Chief Financial Officer and Secretary

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment on the date first written above.

ASSIGNOR:

ADENNA, INC.

By: \_\_\_\_\_  
Print Name: Maxwell Lee  
Title: President

ASSIGNEE:

ADENNA, LLC

By:  \_\_\_\_\_  
Print Name: Patrick Fitzmaurice  
Title: Chief Financial Officer and Secretary

**EXHIBIT A**

**Intellectual Property**

**PATENTS – None.**

**TRADEMARKS (U.S.)**

<b>Country</b>	<b>Mark</b>	<b>Reg. No.</b>
US	ADENNA	3241747
US	DARK LIGHT	4913468
US	EMPOWER	4505504
US	ENOV-8	4956954
US	EXPLORER	2958696
US	HANDY GUARD	3066856
US	HERO	4580626
US	LET US PROTECT YOUR MOST IMPORTANT TOOLS – YOUR HANDS	4669622
US	MIRACLE	2984198
US	NIGHT ANGEL	4001651
US	PHANTOM	3442978
US	PRECISION	2974604
US	PROTECTION AND COMFORT FOR YOUR LIFE	3241540
US	SHADOW	3442979