

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473385

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Terminus Technologies, Inc.		12/27/2017	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	High Definition Tool Corporation		
Street Address:	PO Box 510		
City:	Icard		
State/Country:	NORTH CAROLINA		
Postal Code:	28666		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3575690	TERMINUS	
Registration Number:	3474817	TERMINUS	
CORRESPONDENCE DATA			
Fax Number:	8283242431		
<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:	828-322-4663		
Email:	jimmys@hickorylaw.com		
Correspondent Name:	Jimmy R Summerlin Jr		
Address Line 1:	Young Morphis Bach & Taylor LLP		
Address Line 2:	PO Drawer 2428		
Address Line 4:	Hickory, NORTH CAROLINA 28603		
NAME OF SUBMITTER:	Jimmy R Summerlin Jr		
SIGNATURE:	/ Jimmy R Summerlin Jr /		
DATE SIGNED:	05/10/2018		
Total Attachments: 6			
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Prepared by and Return to: Kevin C. McIntosh, Attorney at Law, PO Box 2428, Hickory, NC 28603

NORTH CAROLINA

**INTELLECTUAL PROPERTY
ASSIGNMENT AND ASSUMPTION
AGREEMENT**

CATAWBA COUNTY

This Assignment and Assumption Agreement, dated as of the 27th day of December, 2017, by and among **TERMINUS TECHNOLOGIES, INC.**, a Missouri corporation (the "Assignor"), and **HIGH DEFINITION TOOL CORPORATION**, a North Carolina corporation (the "Assignee"), provides:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement, defined below.

2. Recitals. The Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated the 14th day of November, 2017 (the "Agreement"), whereby the Assignor is selling to the Assignee and the Assignee is purchasing from the Assignor as of the Closing Date all of the assets of the Assignor (except the Excluded Assets), which are identified more specifically therein (the "Purchased Assets"). Contemporaneously with the transfer of the Purchased Assets pursuant to a Bill of Sale, the Assignor has agreed to assign to the Assignee all of the Assignor's right, title and interest in, to and under the Intellectual Property (as defined in the Purchase Agreement), and the Assignee has agreed to acquire all right, title and interest in, to and under the Intellectual Property.

3. Assignment. In consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby, absolutely and unconditionally, conveys, sells, assigns, transfers, grants and sets over unto the Assignee, all of the Assignor's worldwide rights, title and interest and benefit

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**TRADEMARK
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in and to the Intellectual Property, together with all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claim, and collect all damages for any past, present, or future infringement or misappropriation of the Intellectual Property, including without limitation the goodwill of the businesses connected to the use of the Intellectual Property, the same to be held and enjoyed by the Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by the Assignor if this sale had not been made.

4. Assumption. The Assignee hereby accepts the foregoing assignment and agrees to assume the Intellectual Property. The foregoing assumption will in no way limit the Assignee's rights to indemnification from the Assignor under the Agreement.

5. Assurances. Each party hereby agrees to execute and deliver to the other party, from time to time, such further instruments, acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to effect the assignment and assumption evidenced hereby. Assignor agrees to cooperate as reasonably requested by Assignee in connection with any consents that may be required in connection with the assignment of the Assigned Agreements.

6. Counterparts. This Assignment and Assumption Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

7. Governing Law. The provisions hereof shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to the conflicts of law rules thereof.

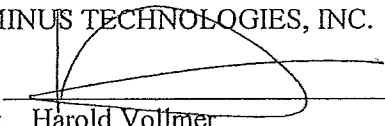
8. Conflicts. In the event of any conflict between the provisions of this Assignment and Assumption Agreement and the provisions of the Agreement, the provisions of the Agreement shall control.

[SIGNATURES BEGIN ON NEXT PAGE]

In Witness Whereof, the undersigned have duly executed this Assignment and Assumption Agreement as of the date and year first written above.

ASSIGNOR:

TERMINUS TECHNOLOGIES, INC.

By: 
Name: Harold Vollmer
Title: President

ASSIGNEE:

HIGH DEFINITION TOOL CORPORATION

By: _____
Name: Gary Dyer
Title: President

In Witness Whereof, the undersigned have duly executed this Assignment and Assumption Agreement as of the date and year first written above.

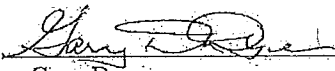
ASSIGNOR:

TERMINUS TECHNOLOGIES, INC.

By: _____
Name: Harold Vollmer
Title: President

ASSIGNEE:

HIGH DEFINITION TOOL CORPORATION

By: 
Name: Gary Dyer
Title: President

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BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TERMINUS TECHNOLOGIES, INC., a Missouri corporation ("*Seller*"), does hereby grant, sell, transfer, convey and deliver to HIGH DEFINITION TOOL CORPORATION, a North Carolina corporation ("*Purchaser*"), and its successors and assigns, all right, title and interest in and to the Purchased Assets, as that term is defined in that certain Asset Purchase Agreement dated effective November 14, 2017, by and between Purchaser and Seller (the "*Purchase Agreement*") free and clear of all liens, claims, encumbrances or restrictions whatsoever.

To have and to hold, all and singular the Purchased Assets forever; and Seller hereby covenants with Purchaser that Seller is the lawful owner of the Assets; that the Assets are free from all liens, encumbrances and charges of any kind; that Seller has full right, power and authority to sell the Purchased Assets as aforesaid; and that Seller will warrant and defend the title of the Purchased Assets against the lawful claims and demands of all persons whomsoever.

Seller has executed this Bill of Sale as of the 27th day of December, 2017.

TERMINUS TECHNOLOGIES, INC.

By: 

Harold Vollmer, President

SCHEDULE 1.1(j)
INTELLECTUAL PROPERTY

U. S. Trademark Registration no. 3,575,690 for “Terminus” for hand tools in Class 8

U. S. Trademark Registration no. 3,474,817 for “Terminus” for power tools in class 7