

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM475670

<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>
V.I., Inc.	FORMERLY Valor Industries, Inc.	05/20/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Valor Industries LLC		
<b>Street Address:</b>	225 Old Country Road		
<b>City:</b>	Melville		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11747		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87739161	MASTER THE CHAOS	
<b>Serial Number:</b>	87739172	V	
<b>Serial Number:</b>	87739179	VALOR	
<b>Serial Number:</b>	87739183	V VALOR	
<b>Serial Number:</b>	87739185	V VALOR	
<b>Serial Number:</b>	87739187	MASTER THE CHAOS	
<b>Serial Number:</b>	87739188	V VALOR MASTER THE CHAOS	
<b>Serial Number:</b>	87739191	V VALOR MASTER THE CHAOS	
<b>Serial Number:</b>	87739194	V MASTER THE CHAOS	
<b>Serial Number:</b>	87739197	VALOR MASTER THE CHAOS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6317610711		
<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>	631-761-0865		
<b>Email:</b>	gayer@larypc.com		
<b>Correspondent Name:</b>	Alexander M. Gayer		
<b>Address Line 1:</b>	225 Old Country Road		
<b>Address Line 4:</b>	Melville, NEW YORK 11747		

CH \$265.00 87739161

<b>NAME OF SUBMITTER:</b>	Alexander M. Gayer
<b>SIGNATURE:</b>	/Alexander M. Gayer/
<b>DATE SIGNED:</b>	05/29/2018
<b>Total Attachments: 4</b> source=1422926#page1.tif source=1422926#page2.tif source=1422926#page3.tif source=1422926#page4.tif	

## ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

This **ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY** (this "Assignment") is made and entered into on May 20, 2018, by and between, **V.I., INC.** ("Assignor"), a Delaware corporation, and **VALOR INDUSTRIES LLC** ("Assignee", and together with Assignor, sometimes collectively hereinafter referred to as the "Parties"), a Delaware limited liability company.

### WITNESSETH:

**WHEREAS**, Assignor is the owner of the pending trademark applications as described in Exhibit "A" annexed hereto (the "Marks"), and hereby incorporated by reference; and

**WHEREAS**, Assignor wishes to assign any and all of its rights in and to the Marks to Assignee as herein provided.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises representations, warranties and covenants herein contained, the parties agree as follows:

### ARTICLE I ASSIGNMENT AND ASSUMPTION

1.1 Assignment and Assumption. Subject to the terms and conditions of this Assignment, Assignor hereby assigns, transfers, and conveys to Assignee all of its right, title, and interest in and to the Marks, and Assignee hereby accepts and assumes the Marks, including any and all rights and obligations associated therewith, including, but not limited to, (a) common law rights as well as all registration rights in any country, region or under any treaty, with respect to the Marks, (b) any goodwill related to the Marks, (c) all income, royalties or claims relating to the Marks due or payable on or after the date of this Assignment, (d) the right to receive any registrations that may be granted with respect to any and all of the Marks, and (e) the right to invoke any claim for the benefit for the right of priority provided by the International Convention of the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

### ARTICLE II REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties. Assignor represents and warrants as follows:

- (a) Assignor is the exclusive owner of the Marks;
- (b) Assignor possesses all rights, title and interest in and to the Marks;
- (c) Assignor has the power to enter into this Assignment;

(d) the Marks do not infringe on the rights of any other individual(s) or entity, and Assignor has not received any notice from any individual(s) or entity claiming infringement on the rights of any other individual(s) or entity;

(e) the rights transferred in this Assignment are free of any lien, encumbrance or adverse claim; and

(f) necessary registration, maintenance, renewal or other relevant filing fees and documents have been timely filed with the relevant government or governmental, administrative, or regulatory body thereof, or political subdivision thereof, whether foreign, federal, state, or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private), in all relevant jurisdictions, as the case may be, for the purpose of maintaining such Marks.

2.2 Enforceability. This Agreement constitutes the legal, valid, and binding obligation of the Parties, enforceable against each of them in accordance with the terms and conditions of this Assignment.

2.3 No Misrepresentation. No representation or warranty of any Party in this Assignment, or in any schedule hereto, or in any certificate or other instrument furnished by such party to the other party pursuant to the terms hereof, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading.

### ARTICLE III MISCELLANEOUS

3.1 Continuing Obligations. Assignor agrees to reasonably assist Assignee upon request, in the perfection of the assignment, and will, without charge to said Assignee but at Assignee's expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for registering, securing, and maintaining the trademarks for the Marks in any and all countries and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.

3.2 Survival of Representations and Warranties. The Parties agree that the representations and warranties contained in this Assignment or in any certificate, document or instrument delivered in connection herewith, shall survive the execution and delivery of this Assignment regardless of any investigation made by the parties hereto.

3.3 Entire Agreement; Amendments and Waivers. This Assignment (including the schedules and exhibits hereto) represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Assignment signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought.

3.4 Governing Law. This Assignment shall be governed by and construed in accordance with the laws (without reference to choice or conflict of laws) of the State of Delaware.

3.5 Severability. If any provision of this Assignment is invalid or unenforceable, the balance of this Assignment shall remain in effect.

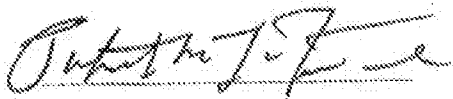
3.6 Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Assignment shall create or be deemed to create any third party beneficiary rights in any person or entity not a party to this Assignment except as specifically provided herein.

3.7 Counterparts; Facsimile: This Assignment may be executed and returned by facsimile, and such execution and delivery shall be binding as if an original had been delivered, and the delivering party covenants and agrees that an original will be sent immediately thereafter by regular mail. In addition, this Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed the day and year first above written.

**ASSIGNOR:**

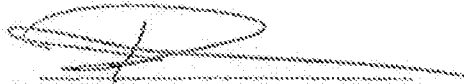
V.I., Inc., a Delaware corporation



By: Patrick LaFontaine  
Title: Authorized Person

**ASSIGNEE:**

Valor Industries LLC, a Delaware limited liability company



By: Peter W. Scopell  
Title: Authorized Person

Exhibit "A"

Intellectual Property

Trademark	Serial Number	International Class(es)	Basis
	87739197	009, 025, 028, 041	Section 1(b)
	87739194	009, 025, 028, 041	Section 1(b)
	87739191	009, 025, 028, 041	Section 1(b)
	87739188	009, 025, 028, 041	Section 1(b)
	87739187	009, 025, 028, 041	Section 1(b)
	87739185	009, 025, 028, 041	Section 1(b)
	87739183	009, 025, 028, 041	Section 1(b)
	87739179	009, 025, 028, 041	Section 1(b)
	87739172	009, 025, 028, 041	Section 1(b)
	87739161	009, 025, 028, 041	Section 1(b)