

## PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Economy Tent International, Inc.	10/31/2011
RECEIVING PARTY DATA	
Name:	AE Tent, LLC
Street Address:	2995 NW 75 Street
City:	Miami
State/Country:	FLORIDA
Postal Code:	33147
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	13100352
Patent Number:	7146995
Patent Number:	D533914
Patent Number:	D512477
CORRESPONDENCE DATA	
Fax Number:	(954)768-0158
Phone:	954-768-9002
Email:	ekotler@complexip.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Kain & Associates, Attorneys at Law, P.A
Address Line 1:	900 SE Third Avenue
Address Line 2:	Suite 205
Address Line 4:	Ft. Lauderdale, FLORIDA 33316
ATTORNEY DOCKET NUMBER:	6955-01
NAME OF SUBMITTER:	Robert C. Kain, Jr.
Total Attachments: 3 source=6955-01-assignment-ss-20111031#page1.tif source=6955-01-assignment-ss-20111031#page2.tif source=6955-01-assignment-ss-20111031#page3.tif	

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## **TRADEMARK AND PATENT ASSIGNMENT**

This TRADEMARK AND PATENT ASSIGNMENT (the "Assignment") made as of the 31<sup>st</sup> day of October, 2011 by **ECONOMY TENT INTERNATIONAL, INC.**, a Florida corporation ("Assignor"), to **AE TENT, LLC**, an Indiana limited liability company ("Assignee").

### **RECITAL**

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of October 11, 2011 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the trademarks and patents of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such Assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign trademarks trademark applications and trade names, and all domestic and foreign patents and patent applications, current and pending, including without limitation the trademarks, trademark applications, trade names, patents and patent applications listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Trademarks and Patents").

**NOW, THEREFORE**, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Trademarks and Patents, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made. Assignor hereby covenants and agrees to execute, deliver, and file any documents or instruments, and take any other action, reasonably requested by the Assignee in order to more effectively transfer the Trademarks and Patents to Assignee, including but not limited to any necessary filings with the United States Patent and Trademark Office.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

ECONOMY TENT INTERNATIONAL, INC.

By: Hal P. Lapping  
Hal P. Lapping, President

STATE OF Indiana )  
 ) SS:  
COUNTY OF Vanderburgh )

BEFORE ME, a Notary Public in and for said County and State, personally appeared Hal Paul Lapping, the President of Economy Tent International, Inc., the Corporation which executed the foregoing instrument, who having been duly sworn, acknowledged and affirmed that he did sign said instrument as such officer for and on behalf of said Corporation, and its board of directors, and by authority granted in its Articles of Incorporation and by its governing body, that the same is his free act and deed as said officer, and the free and corporate act and deed of said Corporation.

IN WITNESS WHEREOF, the parties have duly executed this instrument, and I have hereunto set my hand and official seal as of the 31st day of October, 2011.

My Commission Expires:

7/26/2019

My County of Residence is:

Warrick County, Indiana

Brittany A. Deitz

Signature of Notary Public

Brittany A. Deitz

Printed Name of Notary

RECEIPT OF THE FORGOING INSTRUMENT  
ACKNOWLEDGED BY:

AE TENT, LLC

By

Peter B. Mogavero  
Peter B. Mogavero, Chief Executive Officer

## SCHEDULE A

<b>Trademark Registration</b>	<b>Filed/Issued</b>	<b>Expiration</b>	<b>Registration Number</b>
CLASSIC Trio Frame System and Design	2/28/2006	2/26/2016	3,062,828
Slidewall Trac	2/4/2011	PENDING	85/296,031
<b>US Patents Current and Pending</b>			
Design Patent Frame Tent Fitted For Multiple Canopies	11/4/2004	11/4/2024	7,146,995
US Patent 4 Way Crown Fitting for Tent Frame	12/19/2006	12/19/2020	D533,914
US Patent Corner Fitting for Tent Frame	12/6/2005	12/6/2019	D512,477
Removable Track System for Tent Sidewalls	5/4/2011	PENDING	13/100,352