

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4406963

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
BERNIES BOYS, INC.			05/05/2017
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ULTIMATE SURVIVAL TECHNOLOGIES, LLC		
<b>Street Address:</b>	2501 LEMONE INDUSTRIAL BLVD		
<b>City:</b>	COLUMBIA		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	65201		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Patent Number:</b>	D613118		
<b>Patent Number:</b>	D588740		
<b>Patent Number:</b>	5919037		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(314)231-4342		
<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>	3143457000		
<b>Email:</b>	uspatents@senniger.com		
<b>Correspondent Name:</b>	SENNIGER POWERS LLP		
<b>Address Line 1:</b>	100 NORTH BROADWAY, 17 FLOOR		
<b>Address Line 4:</b>	SAINT LOUIS, MISSOURI 63102		
<b>ATTORNEY DOCKET NUMBER:</b>	BATT 1293.USD		
<b>NAME OF SUBMITTER:</b>	KIMBERLY SANSONE		
<b>SIGNATURE:</b>	/KIMBERLY SANSONE/		
<b>DATE SIGNED:</b>	05/10/2017		
<b>Total Attachments: 4</b>			
source=03173686#page1.tif			
source=03173686#page2.tif			
source=03173686#page3.tif			
source=03173686#page4.tif			

## PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), dated as of this 5th day of May, 2017, is made by Bernies Boys, Inc. ("Seller"), a Florida corporation formerly known as Ultimate Survival Technologies, Inc., in favor of Ultimate Survival Technologies, LLC ("Buyer"), a Delaware limited liability company, the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, by and among parties including Buyer and Seller, under Seller's former name Ultimate Survival Technologies, Inc., dated as of November 3, 2016 (the "Asset Purchase Agreement");

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned Patents"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of

corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Buyer. Following the date hereof, upon Buyer's request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Patents to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Patents. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent 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 Patent Assignment.

5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date first written above.

**THE SELLER:**

**BERNIES BOYS, INC.**

By: 

Name: Andrew C Kautman

Title: President

**AGREED TO AND ACCEPTED:**

**THE BUYER:**

**ULTIMATE SURVIVAL  
TECHNOLOGIES, LLC**

By: 

Name: Tim Gianbodi

Title: President

[Signature Page to Patent Assignment]

**SCHEDULE 1**

**ASSIGNED PATENTS**

- United States Design Patent Number D613118
- United States Design Patent Number D588740
- United States Patent Number US 5919037

[Schedule to Patent Assignment]