

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6189697

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	WARWOOD TOOL COMPANY	05/04/2020
RECEIVING PARTY DATA		
Name:	1854 HOLDINGS, LLC	
Street Address:	8 WINTERBERRY LANE	
City:	SEWICKLEY	
State/Country:	PENNSYLVANIA	
Postal Code:	15143	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	D870531	
Patent Number:	D871186	
CORRESPONDENCE DATA		
Fax Number:	(412)209-1845	
<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:	412-297-4900	
Email:	IPPATENT.DCG@DENTONS.COM	
Correspondent Name:	DENTONS COHEN & GRIGSBY P.C.	
Address Line 1:	625 LIBERTY AVENUE	
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15222-3152	
ATTORNEY DOCKET NUMBER:	31471.5	
NAME OF SUBMITTER:	MICHAEL E. DUKES	
SIGNATURE:	/michael e. xukes/	
DATE SIGNED:	07/08/2020	
Total Attachments: 5		
source=Azur-1854 Holdings-Warwood-Intangible Property Assignment-Execution#page1.tif		
source=Azur-1854 Holdings-Warwood-Intangible Property Assignment-Execution#page2.tif		
source=Azur-1854 Holdings-Warwood-Intangible Property Assignment-Execution#page3.tif		
source=Azur-1854 Holdings-Warwood-Intangible Property Assignment-Execution#page4.tif		
source=Azur-1854 Holdings-Warwood-Intangible Property Assignment-Execution#page5.tif		

INTANGIBLE PROPERTY ASSIGNMENT AGREEMENT

This INTANGIBLE PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made and executed as of this May 11, 2020 (the "Effective Date"), by and between WARWOOD TOOL COMPANY, a Delaware corporation ("Assignor") and 1854 HOLDINGS, LLC, a Delaware limited liability company ("Assignee"). All capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in that certain Asset Purchase Agreement dated as of May 4, 2020, by and among Assignor, Assignee and the Shareholders (the "Agreement").

WHEREAS, pursuant to the Agreement, Assignor has agreed to sell, transfer, convey, assign and deliver to the Assignee the Assets and has agreed to assign to the Assignee all of the Assignor's rights, title and interests in and to Assignor's intangible property included in those Assets, including without limitation the patents, patent applications, trademarks and trade names identified on Schedule A attached hereto and all registered and unregistered domestic and foreign patents, patent applications, patent registrations, trademarks, trademark registrations, trademark applications, renewal rights and all goodwill relating thereto (the "Marks") and the domain names identified on Schedule A (the "Domain Names" together with the Marks, the "Intangible Property").

WHEREAS, Assignor is the exclusive owner of the Intangible Property; and

WHEREAS, Assignee wishes to be the exclusive owner of the Intangible Property and Assignor wishes to transfer all of Assignor's ownership of the Intangible Property to Assignee;

NOW, THEREFORE, in consideration of the Agreement and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, grants, conveys, sells and delivers unto the Assignee, its successors and assigns, all right, title, and interest in and to the Intangible Property, together with the goodwill associated therewith. To the extent that any of Assignor's right or title in and to the Intangible Property cannot be assigned and transferred by Assignor, then Assignor hereby grants Assignee an irrevocable, worldwide, fully paid-up, royalty-free, exclusive license, with the right to sublicense through multiple tiers, to make, have made, use, have used, sell, have sold, offer for sale, have offered for sale, import, have imported, improve, and otherwise exploit or utilize in any manner, the Intangible Property. Assignee does hereby accept the assignment set forth above and Assignee hereby assumes and agrees to perform and discharge, from and after the date hereof, all of Assignor's obligations arising from, in connection with, or related to the Intangible Property.
2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past and future infringements of the Intangible Property, will be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.
3. Further Assurances. Assignor represents and warrants to Assignee, its successors and assigns that on the date hereof Assignor is the exclusive owner of the Intangible Property and has the right to assign the Intangible Property. Assignor agrees, at the Assignee's expense and request: (i) to assign, deliver and communicate to Assignee, its representatives, agents, successors and assigns any facts and materials relating to the Intangible Property, including evidence for interference purposes or for other legal proceedings whenever requested and all files, documents and communications pertaining to the Intangible Property, including all communications to and from the U.S. Patent and Trademark Office and any and all

legal counsel advising on or assisting with the Intangible Property; (ii) to testify in any opposition, cancelation, or other legal proceeding whenever requested; (iii) to execute and deliver whenever requested all lawful papers required to make any of the foregoing provisions effective; and (iv) to generally provide all further cooperation, including taking such further action and executing such additional documents, which Assignee, its successors and assigns reasonably request to secure, obtain or enforce proper protection for the Intangible Property and all associated rights in this or any foreign country.

4. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Intangible Property.

5. Miscellaneous. This Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, each of which such successors and permitted assigns will be deemed to be a party hereto for all purposes hereof. This Assignment and any of the terms contained herein may be amended or modified by Assignor and Assignee only in writing. This Assignment is executed by, and shall be binding upon, Assignor and Assignee and their respective successors and assigns, for the uses and purposes set forth and referred to above, effective immediately upon its delivery to Assignee. Nothing in this Assignment supersedes, expands, or extinguishes any of the obligations, agreements, covenants, representations or warranties of Assignor or Assignee contained in the Agreement. This Assignment shall be subject to the terms, conditions and covenants set forth in the Agreement and, in the event that any provision of this Assignment is construed to conflict with a provision in the Agreement, the provision in the Agreement shall be deemed to be controlling. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Nothing in this Assignment, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation other than Assignor and Assignee, their successors and assigns, any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of Assignor and Assignee, their successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the Effective Date.

ASSIGNOR:

WARWOOD TOOL COMPANY

By: Michael A. Coe
Name: Michael A. Coe
Title: C.E.O.

ASSIGNEE:

1854 HOLDINGS, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the Effective Date.

ASSIGNOR:

WARWOOD TOOL COMPANY

By: _____

Name:

Title:

ASSIGNEE:

1854 HOLDINGS, LLC

By: _____



Name:

Title:


John P. Hauer
manager

Schedule A

Marks and Trade Names

Type	Country State	Title	Status/Filing Date/Serial Number	Registration Date/ Registration Number
Trademark	US		Registered 2/22/2018 87/806,389	10/30/2018 5594584
Trademark	US		Registered 2/22/2018 87/806,397	11/20/2018 5610248

- the name "Warwood Tool," "Warwood," "Warwood Tactical" and all derivations thereof

Common Law/Unregistered Trademarks:



Patents:

D870531 issued 12/24/2019 entitled BREACHING BAR
D871186 issued 12/31/2019 entitled TOMAHAWK

Domain names:

www.warwoodtools.com and all derivations thereof
www.warwoodtactical.com and all derivations thereof
www.warwood-tools.com and all derivations thereof
www.warwood-tactical.com and all derivations thereof
www.warwood-tool.com