

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
Shock Doctor, Inc.		10/11/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Simpson Performance Products, Inc.		
<b>Street Address:</b>	328 FM 306		
<b>City:</b>	New Braunfels		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78130		
<b>Entity Type:</b>	CORPORATION: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3640664	EJECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043533698		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	704 331 5792		
<b>Email:</b>	donna.millard@klgates.com, CHTrademarks@klgates.com		
<b>Correspondent Name:</b>	Karl S. Sawyer, Jr.		
<b>Address Line 1:</b>	Post Office Box 33144		
<b>Address Line 2:</b>	K&L Gates LLP		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28233		
<b>ATTORNEY DOCKET NUMBER:</b>	2820266.00500SIMPSONPERF		
<b>NAME OF SUBMITTER:</b>	Karl S. Sawyer, Jr.		
<b>Signature:</b>	/ Karl S. Sawyer, Jr. /		

OP \$40.00 3640664

Date:

10/14/2013

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of October 11, 2013, by and between Shock Doctor, Inc., a Delaware corporation ("Assignor"), and Simpson Performance Products, Inc., a Texas corporation ("Assignee").

### BACKGROUND

A. Assignor is the owner of the trademark identified on Schedule A attached hereto (the "Trademark");

B. Assignor and Assignee have executed an Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"); and

C. Assignor desires to transfer and assign its rights in the Trademark to Assignee pursuant to the terms of the Purchase Agreement, and Assignee desires to accept such transfer and assignment.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. Subject to the terms and conditions of the Purchase Agreement and effective as of the Closing Date (as defined in the Purchase Agreement), Assignor hereby irrevocably assigns, conveys, sells, grants and transfers to Assignee, and its successors and assigns, all of Assignor's right, title, claim and interest of every kind and character throughout the world, including moral rights, in and to the Trademark, to the full extent of Assignor's ownership or interest therein, including, without limitation, all federal, state, foreign, statutory and common law and other rights, all domestic and foreign trademark applications and registrations therefore (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing), all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing) and any and all other rights and interests arising out of, in connection with or in relation to the Trademark.

2. Further Action. Upon Assignee's request, Assignor will promptly take all such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Trademark.

3. No Detrimental Action. Assignor will not engage in any action detrimental to the validity of the Trademark after the execution of this Agreement.

4. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.

5. No Waiver. No delay, failure or waiver by either party to exercise any right or remedy under this Agreement, and no partial or single exercise, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.

6. Purchase Agreement. This Agreement is subject to the terms and conditions of the Purchase Agreement and all of the representations, warranties, covenants, agreements, limitations and restrictions contained therein, all of which will survive the execution and delivery of this Agreement as and to the extent provided in the Purchase Agreement.

7. Entire Agreement. This Agreement, including the exhibits hereto which are incorporated herein by reference, serves to document formally the entire understanding between the parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written), relating generally to the same subject matter, with the exception of the representations, warranties, covenants, agreements, limitations and restrictions contained in the Asset Purchase Agreement and the Bill of Sale and Assignment and Assumption Agreement dated as of the date hereof, between Assignor and Assignee. No amendment or modification of any provision of this Agreement will be effective unless in writing and signed by a duly authorized signatory of the party against which enforcement of the amendment or modification is sought.

8. Governing Law. This Agreement will be governed by and construed by the laws of the State of Delaware, without regard to conflicts-of-law principles.

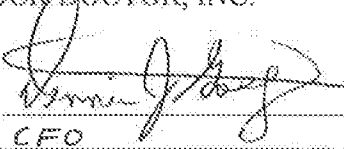
9. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same document. Signatures delivered by facsimile, Adobe "portable document format" (.pdf) or any other electronic means will be binding to the same extent as an original.

\* \* \* \* \*

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

ASSIGNOR:

SHOCK DOCTOR, INC.

By   
Its CFO

ASSIGNEE:

SIMPSON PERFORMANCE PRODUCTS, INC.

By \_\_\_\_\_  
Its \_\_\_\_\_

Subscribed and sworn to before me  
this 10<sup>th</sup> day of October, 2013.

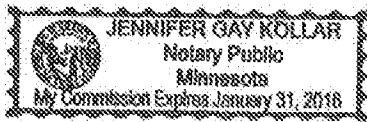
  
Notary Public

[Seal]

Subscribed and sworn to before me  
this \_\_\_ day of October, 2013.

\_\_\_\_\_  
Notary Public

[Seal]



[Signature Page to Trademark Assignment Agreement]

**TRADEMARK**  
**REEL: 005130 FRAME: 0129**

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

ASSIGNOR:

ASSIGNEE:

SHOCK DOCTOR, INC.

SIMPSON PERFORMANCE PRODUCTS, INC.

By \_\_\_\_\_  
Its \_\_\_\_\_

By Gorey K Cordes  
Its Vice President

Subscribed and sworn to before me  
this \_\_\_\_ day of October, 2013.

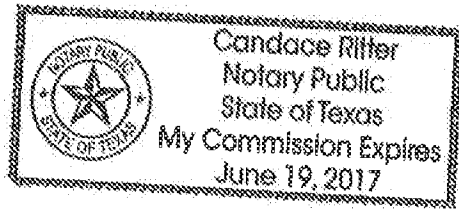
Subscribed and sworn to before me  
this 15<sup>th</sup> day of October, 2013.

\_\_\_\_\_  
Notary Public

Candace Ritter  
Notary Public

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*[Signature Page to Trademark Assignment Agreement]*

EXHIBIT A

Reg. No.	Reg. Date	Mark	Jurisdiction
3,640,664	June 16, 2009	EJECT	United States