

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499772

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cool Front, Inc.		11/14/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Kwik Tek Inc.		
Street Address:	12000 E. 45th Ave., Unit 104		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80239		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3514986	HAMMERHEAD	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3032464767		
Email:	ben@taluslaw.com		
Correspondent Name:	Benjamin Lieb		
Address Line 1:	2816 South Adams Street		
Address Line 4:	Denver, COLORADO 80210		
NAME OF SUBMITTER:	Benjamin Lieb		
SIGNATURE:	/Benjamin Lieb/		
DATE SIGNED:	11/28/2018		
Total Attachments: 6			
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OP \$40.00 3514986

ASSIGNMENT OF INTELLECTUAL PROPERTY AND DOMAIN NAME

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY AND DOMAIN NAME (“**Assignment**”) is made as of the 14th day of November, 2018, by and among Cool Front, Inc., a Delaware corporation (the “**Assignor**”), and Kwik Tek Inc., a Colorado corporation (the “**Assignee**”).

Preliminary Statement. Assignors and Assignee have entered into an Asset Purchase Agreement dated as of the 14th day of November, 2018 (the “**Purchase Agreement**”), pursuant to which Assignee has agreed to purchase certain assets of the Assignor. The execution and delivery of this Assignment is a condition precedent to the obligations of Assignee under the Purchase Agreement. The Assignor is the owner of certain Intellectual Property, as defined in Section 2 below, and Assignor desires to transfer the Intellectual Property to Assignee in accordance with the Purchase Agreement and the provisions of this Assignment.

Assignment. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor, intending to be legally bound, hereby agrees as follows:

1. Definitions. Capitalized terms not otherwise defined in this Assignment shall have the meanings given in the Purchase Agreement.

2. Intellectual Property. For purposes of this Assignment, the “**Intellectual Property**” shall mean the intellectual property owned by the Assignor as set forth on Schedule 1, and also includes: (i) all patents, patent applications, patent rights, and inventions and discoveries and invention disclosures (whether or not patented); (ii) Assignor’s rights to trade names (including HAMMERHEAD SLEDS), trade dress, logos, slogans, registered and unregistered trademarks and service marks and applications including, without limitation, the word mark ‘HAMMERHEAD’; (iii) all copyrights in both published and unpublished works, including, without limitation, all compilations, databases and computer programs, and all copyright registrations and applications, and all derivatives, translations, adaptations and combinations of the above, (iv) all know-how, trade secrets, confidential or proprietary information, customer lists, processes, drawings, schematics, designs, models, prototypes, and techniques; (v) Seller’s website (domain name www.hammerheadsleds.com); (vi) all goodwill, licenses, permits, consents, approvals, technical information, telephone numbers, and claims of infringement against third parties; and (vii) all contracts relating to the Intellectual Property to which the Assignor is a party or is bound.

3. Assignment. The Assignor does hereby assign unto Assignee all of Assignor’s right, title and interest in and to the Intellectual Property, together with the goodwill connected with the use of and symbolized by all common law trademark rights; all federal and state trademark registrations, state corporate name registrations, state tradename registrations, and applications for any of the foregoing included in the Intellectual Property; all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; 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 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 injunction and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. Assignor hereby agrees to assist Assignee, at Assignee's reasonable request, from time to time and at Assignee's expense, to enforce the rights assigned hereby and to obtain and/or transfer the rights of exclusive use of the domain names and the related web sites, and will execute all documents reasonably necessary or appropriate for this purpose, including, without limitation, transferring the domain name to Assignee's account with Assignee's domain name registrant. In the event that Assignee is unable for any reason whatsoever to secure the signature of Assignor to any document reasonably necessary or appropriate for any of the foregoing purposes (including any renewals, extensions, continuations, divisions or continuations in part), Assignor hereby irrevocably designates and appoints Assignee (and its duly authorized officers and agents) as agents and attorneys-in-fact to act for and on behalf of Assignor, but only for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by Assignor.

4. Additional Obligations the Assignor. From time to time after the Closing, Assignor will execute and deliver, or cause its affiliates to execute and deliver, to Assignee (or its successor in interest) such instruments of sale, transfer, conveyance, assignment, and delivery, and such consents, assurances, powers of attorney and other instruments as may be reasonably requested by Assignee (or its successor in interest) or its counsel in order to vest in Assignee (or its successor in interest) all right, title and interest of Assignor in and to the Intellectual Property and otherwise in order to carry out the purpose and intent of the Purchase Agreement, including, without limitation, any confirmatory assignments. Without limiting the foregoing, Assignor hereby authorizes the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.

5. Precedence. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations and indemnifications of the Assignors set forth in the Purchase Agreement. This Assignment is intended only to effect the transfer of the Intellectual Property and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

6. Counterparts. This Assignment may be executed by Assignor and the Assignee in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Counterparty signature pages to this Agreement may be delivered by facsimile or electronic delivery (e.g., by email of a PDF signature page) and each such counterpart signature page will constitute an original for all purposes.

7. Governing Law. This Assignment will be governed by and construed in accordance with the laws of the State of Vermont, without regard to its conflicts of law principles.

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

9. No Third Party Beneficiaries. This Assignment is for the sole and exclusive benefit of Assignors and Assignee and their respective successors and assigns, and nothing herein is intended or shall be construed to confer upon any entity or person other than Assignors, Assignee and their respective successors and assigns, any right, remedy or claim under or by reason of this Assignment or any term, covenant or condition hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Assignment of Intellectual Property and Domain Name to be executed and delivered as of the date first written above.

ASSIGNOR:

COOL FRONT, INC.

By: 
Stephen Luhr, President

STATE OF VERMONT

COUNTY OF CHITTENDEN

On this 14th day of November, 2018, before me personally came Stephen Luhr, the President of Cool Front, Inc., a Delaware corporation, to me known and known to me to be the same person described in and who executed the foregoing instrument and duly acknowledged to me that this document was executed as the free act and deed of the Assignor.


Notary Public KATHLEEN HARRINGTON
My Commission Expires 02/10/2019

ACCEPTED:

KWIK TEK INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have caused this Assignment of Intellectual Property and Domain Name to be executed and delivered as of the date first written above.

ASSIGNOR:

COOL FRONT, INC.

By: _____
Stephen Luhr, President

STATE OF VERMONT

COUNTY OF _____


On this ___ day of November, 2018, before me personally came Stephen Luhr, the President of Cool Front, Inc., a Delaware corporation, to me known and known to me to be the same person described in and who executed the foregoing instrument and duly acknowledged to me that this document was executed as the free act and deed of the Assignor.

Notary Public
My Commission Expires 02/10/2019

ACCEPTED:

KWIK TEK INC.

By: _____
Name: Colbey Arden
Title: Director


LINDA GUIHAN
Notary Public - State of New York
NO. 01GU6205855
Qualified in Westchester County
My Commission Expires 5-11-21

Schedule 1

Intellectual Property

1. Registered Patents

Patent Title	Country	Patent Registration No.	Patent Serial No.	Patent Application No
Snow sled	U.S.	7278642	N/A	10/955,400
Snow sled	Canada	CA 2540534	N/A	2,540534
Snow sled	EU	1675761	N/A	EP20040793937 20041001

2. Registered Trademarks.

MARK	JURIS.	SERIAL NO. REG NO.	CLASS(ES)	STATUS
HAMMERHEAD	US	77272191 3514986	IC 028	1 st ten year renewal has been filed. Next renewal due by 10/14/2028

3. Domain name and website located thereat: www.hammerheadsleds.com.
4. Unregistered copyright interests in website.
5. Unregistered copyright interests in top sheet graphics and other sled designs.
6. Product configuration and packaging design rights.