# OP \$240.00 31315

### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

| Name                   | Formerly | Execution<br>Date | Entity Type                |
|------------------------|----------|-------------------|----------------------------|
| Lunt Silversmiths Inc. |          | 02/11/2010        | CORPORATION: MASSACHUSETTS |

### **RECEIVING PARTY DATA**

| Name:           | Reed and Barton Corporation |
|-----------------|-----------------------------|
| Street Address: | 144 West Britannia Street   |
| City:           | Taunton                     |
| State/Country:  | MASSACHUSETTS               |
| Postal Code:    | 02780                       |
| Entity Type:    | CORPORATION: MASSACHUSETTS  |

### PROPERTY NUMBERS Total: 9

| Property Type        | Number  | Word Mark             |
|----------------------|---------|-----------------------|
| Registration Number: | 3131550 | LUNT                  |
| Registration Number: | 3009956 | LUNT                  |
| Registration Number: | 0534320 | WILLIAM & MARY        |
| Registration Number: | 1173951 | EMBASSY SCROLL        |
| Registration Number: | 0944056 | BELVEDERE             |
| Registration Number: | 1686076 | GOLDEN EMBASSY SCROLL |
| Registration Number: | 0735656 | MADRIGAL              |
| Registration Number: | 1315464 | BEL CHATEAU           |
| Registration Number: | 0628672 | MODERN VICTORIAN      |

### **CORRESPONDENCE DATA**

Fax Number: (617)523-6850

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: christopher.ducey@hklaw.com

Correspondent Name: Holland & Knight LLP

TRADEMARK REEL: 004156 FRAME: 0454

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| Address Line 1: 10 St. James Ave Address Line 4: Boston, MASSACHUSETTS 02116                             |                    |  |  |
|--|--------------------|--|--|
| ATTORNEY DOCKET NUMBER:  | 766150.00386       |  |  |
| NAME OF SUBMITTER:   | Leonard D. Keefe   |  |  |
| Signature:   | /Leonard D. Keefe/ |  |  |
| Date:  | 02/25/2010         |  |  |
| Total Attachments: 3 source=ASSIGNMENT#page1.tif source=ASSIGNMENT#page2.tif source=ASSIGNMENT#page3.tif |                    |  |  |

TRADEMARK REEL: 004156 FRAME: 0455

## **ASSIGNMENT OF INTELLECTUAL PROPERTY**

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of February [1,14], 2010, by Lunt Silversmiths Inc., a Massachusetts corporation ("Assignor"), in favor and for the benefit of Reed and Barton Corporation, a Massachusetts corporation ("Assignee").

### **RECITALS**

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated December 8, 2009 (the "Purchase Agreement"), pursuant to which Assignee shall acquire from Assignor the Transferred Assets (as defined in the Purchase Agreement) which include the Assignor's registered and unregistered intellectual property, including, without limitation, the intellectual property set forth on Schedule 1 attached hereto, all goodwill associated therewith, and all rights to causes of action and remedies related to such intellectual property (including, without limitation, the right to sue for past, present or future infringement of rights related to the foregoing) (collectively, all of such intellectual property, goodwill and rights being the "Transferred IP"); and

WHEREAS, Assignor desires and intends to transfer and assign all of its right, title and interest in the Transferred IP to Assignee.

NOW THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. Assignor hereby assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the Transferred IP.
- 2. Assignor hereby agrees to execute and deliver such additional documents and instruments as may be reasonably requested by Assignee in order to vest in Assignee all of the right, title and interest in and to the Transferred IP.
- 3. Assignor represents that, as of the date hereof, it is not aware of any contract, license or agreement it has entered into with a third party that would restrict, interfere with or otherwise limit the assignment of the Transferred IP.
- 4. Assignor represents that it has the proper power and authority to execute, deliver and perform this Assignment.
- 5. This Assignment shall be binding upon Assignor and shall inure to the benefit of the Assignee and their respective successors and assigns.
- 6. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to its conflict of laws principles.

TRADEMARK REEL: 004156 FRAME: 0456 IN WITNESS WHEREOF, the Assignor has executed this Assignment under seal as of the day and year first above written.

| the day and year first above with               | ICH.  |  |  |
|---|---|--|--|
| ASSIGNOR:                                       | LUNT SILVERSMITHS INC.  |  |  |
|   | By: James Lunt Title: President   |  |  |
| Commonwealth of Massachusett  County of Humpden | s )<br>) SS<br>)  |  |  |
| 2010, by James Lunt, President of               | nt was acknowledged before me this day of February, of Lunt Silversmiths Inc., on behalf of Lunt Silversmiths Inc., or has produced as Identification |  |  |
| EDWARD V. SABELLA  NOTARY PUBLIC                | Notary Public Commission Number:  |  |  |

EDWARD V. SABELLA
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires July 27, 2012

(SEAL)

<u>Schedule 1</u>
Intellectual Property

| <u>Trademarks</u>            | Registration <u>Declaration #</u> | Expiration<br><u>Date</u> |
|------------------------------|-----------------------------------|---------------------------|
| LUNT (Block Letters)         | 3,131,550                         | August 22, 2016           |
| LUNT & Design "L"            | 3,009,956                         | November 1, 2015          |
| LUNT [Canadian Registration] | 284,806                           | November 10, 2013         |
| William & Mary               | 534,320                           | December 5, 2010          |
| Embassy Scroll               | 1,173,951                         | October 20, 2011          |
| Belvedere                    | 944,056                           | October 3, 2012           |
| Golden Embassy Scroll        | 1,686,076                         | May 12, 2012              |
| Madrigal                     | 735,656                           | August 7, 2012            |
| Bel Chateau                  | 1,315,464                         | January 22, 2015          |
| Modern Victorian             | 628,672                           | June 12, 2016             |

# **Web Domains**

luntsilver.com

luntsilversmiths.com

lunt-silversmiths.com

**RECORDED: 02/25/2010** 

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