

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM381554

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900360740

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Saunders Mfg. Co., Inc.		01/11/2016	Corporation: MAINE

## RECEIVING PARTY DATA

<b>Name:</b>	Saunders Midwest LLC
<b>Street Address:</b>	180 N. Wabash Avenue
<b>Internal Address:</b>	Suite 710
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60601
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3303172	RHINO·SKIN
Registration Number:	3101382	REDIMATE
Registration Number:	2373584	SLIDE-RITE
Registration Number:	2212406	RHINO SKIN
Registration Number:	1789859	COMPUBOARD
Registration Number:	4796032	US-WORKS
Registration Number:	3222644	A-HOLDER
Registration Number:	3220097	CRUISER-MATE
Registration Number:	3324287	REDI-RITE
Registration Number:	3218011	SNAPAK

## CORRESPONDENCE DATA

Fax Number: 8883609092

*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.*

Phone: 757-624-3306

Email: trademarks@kaufcan.com

Correspondent Name: Nicole J. Harrell

Address Line 1: 150 West Main Street

TRADEMARK

**Address Line 2:** P.O. Box 3037  
**Address Line 4:** Norfolk, VIRGINIA 23514-3037

**ATTORNEY DOCKET NUMBER:** 0161781

**NAME OF SUBMITTER:** Nicole J. Harrell

**SIGNATURE:** /Nicole J. Harrell/

**DATE SIGNED:** 04/22/2016

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment Agreement") is entered into as of the 11th day of January, 2016, by SAUNDERS MFG. CO., INC., a Maine corporation ("Assignor"), in favor of SAUNDERS MIDWEST LLC, a Delaware limited liability company ("Assignee").

**WHEREAS**, Assignor is the owner of the trademarks, service marks, trademark and service mark registrations and trademark and service mark applications in the form more fully described in Schedule A hereto (the "Marks");

**WHEREAS**, Assignor and Assignee have executed that certain Asset Purchase Agreement, dated as of the 11th day of January, 2016 (the "Asset Purchase Agreement"); and

**WHEREAS**, pursuant to the Asset Purchase Agreement, Assignor desires to assign and Assignee desires to receive all of Assignor's right, title and interest in and to all of the Marks.

**NOW, THEREFORE**, for the consideration set forth in the Asset Purchase Agreement, Assignor hereby irrevocably distributes, transfers, assigns and otherwise conveys to Assignee, (a) all of Assignor's right, title and interest in and to each of the Marks, (b) all applications and registrations relating thereto, (c) all issuances, extensions and renewals thereof, (d) priority filing rights, (e) the goodwill of the business symbolized by or associated with the Marks, (f) 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 (g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, or and/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, dilution, misappropriation, violation, misuse, breach or default, with the right not no obligation to sue for such legal and/or equitable relief and to collect, or otherwise recover, any such damages.

Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment Agreement upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 reasonably necessary to effect, evidence or perfect the assignment of the Marks to Assignee, or any assignee or successor thereto.


The provisions of this instrument are subject, in all respects, to the terms and conditions of the Asset Purchase Agreement, including without limitation, all of the applicable covenants, representations and warranties contained therein, all of which shall survive the execution and delivery of this instrument to the extent indicated in the Asset Purchase Agreement. Nothing contained in this instrument shall be deemed to modify, amend or supersede any of the terms and conditions of the Asset Purchase Agreement. In the event of any inconsistency between the terms and conditions hereof and the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall control. This instrument shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Assignee and its successors and assigns.

This instrument may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first set forth above.

**SAUNDERS MFG. CO., INC.**

By:   
Name: Dana Herdman  
Title: President

**SAUNDERS MIDWEST LLC**

by Saunders LLC, its member  
by Castleray, LLC, its manager

By: \_\_\_\_\_  
Name: Derek Lewis  
Title: Founding Manager

*(Signature Page - Trademark Assignment)*


IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first set forth above.

**SAUNDERS MFG. CO., INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SAUNDERS MIDWEST LLC**

by Saunders LLC, its member  
by Castleray, LLC, its manager

By:   
Name: Derek Lewis  
Title: Founding Manager

*{Signature Page – Trademark Assignment}*

**SCHEDULE A**

<b>Mark</b>	<b>Class</b>	<b>Goods/Services</b>	<b>Registration No.</b>	<b>Registration Date</b>
RHINO SKIN and Design	09	Computer cases, cases for hand-held electronic devices	3303172	10/02/2007
REDIMATE (cancelled)	16	Portable cases for desk accessories with clipboard clip on the outside primarily for use as a portable desktop	3101382	06/06/2006
SLIDE-RITE (cancelled)	16	Combination clipboard and container in which the clipboard is removably mounted on the container and acts as a cover for at least a part of the container	2373584	08/01/2000
RHINO SKIN and Design (cancelled)	09	Laptop computer cases, palmtop computer cases and eyeglass cases	2212406	12/22/1998
COMPUBOARD (cancelled)	09	Combination clipboard and calculator	1789859	08/24/1993
US-WORKS	16	Office supplies, namely, clip boards, loose leaf binders, stationery, pens and markers	4796032	08/18/2015
A-HOLDER	16	Clip board	3222644	03/27/2007
CRUISER-MATE	16	Clip board	3220097	03/20/2007
REDI-RITE	16	Portable writing desk	3324287	10/30/2007
SNAPAK	16	Clip board	3218011	03/13/2007

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