

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM409901

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Milestones Products Company, LLC		12/15/2016	Limited Liability Company: INDIANA
<b>RECEIVING PARTY DATA</b>			
<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		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2524467	MILESTONES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8883609092		
<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>			
<b>Phone:</b>	757-624-3306		
<b>Email:</b>	trademarks@kaufcan.com		
<b>Correspondent Name:</b>	Nicole J. Harrell c/o Kaufman & Canoles		
<b>Address Line 1:</b>	150 West Main Street		
<b>Address Line 2:</b>	P.O. Box 3037		
<b>Address Line 4:</b>	Norfolk, VIRGINIA 23321		
<b>NAME OF SUBMITTER:</b>	Nicole J. Harrell		
<b>SIGNATURE:</b>	/Nicole J. Harrell/		
<b>DATE SIGNED:</b>	12/22/2016		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment Agreement") is entered into as of the 15<sup>th</sup> day of December by 2016, by MILESTONES PRODUCTS COMPANY, LLC, an Indiana limited liability company ("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"); and

WHEREAS, 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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby 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 agrees to execute and deliver at the request of Assignee all papers, instruments and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of Assignor's right, title and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

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.

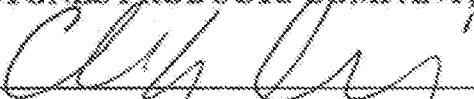
This instrument may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

*{Signature Page Follows}*

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

**ASSIGNOR:**

**MILESTONES PRODUCTS COMPANY, LLC**

By: 

Name: Charles K. Howard

Title: Manager

**ASSIGNEE:**

**SAUNDERS MIDWEST LLC**

By: 

Name: Doug Spittler

Title: President

*(Signature Page - Trademark Assignment)*

Schedule A

Marks

Mark	Class	Goods/Services	Serial / Registration Number	Registration Date
MILESTONES	019	Keepsake arts and crafts kits; namely kits for making decorative stepping-stones and non-metal castings	2,524,467	1/1/2002
	028	keepsake arts and crafts kits, namely, kits for molding impressions of an object, such as a child's hand or foot		