

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417297

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Calico Industries, Inc.		02/06/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Calico Industrial Supply, LLC		
Street Address:	P.O. Box 321355		
City:	Flowood		
State/Country:	MISSISSIPPI		
Postal Code:	39232		
Entity Type:	Limited Liability Company: MISSISSIPPI		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3347867	CALICO INDUSTRIES, INC.	
Registration Number:	1442546	CALICO INDUSTRIES, INC.	
Registration Number:	1442545	CALICO INDUSTRIES, INC.	
Registration Number:	1466372	CALICO	
Registration Number:	1467381	CALICO	
Registration Number:	1490234	PAW GUARD	
CORRESPONDENCE DATA			
Fax Number:	6518946801		
<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:	6518946800		
Email:	sploen@ploen.com		
Correspondent Name:	Sean Ploen		
Address Line 1:	100 South Fifth Street, Suite 1900		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Sean Ploen		
SIGNATURE:	/Sean Ploen/		
DATE SIGNED:	02/24/2017		
Total Attachments: 6			

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Exhibit A-2

TRADEMARKS ASSIGNMENT

THIS AGREEMENT is made this 6th day of February, 2017, by and between CALICO INDUSTRIES, INC., a New York corporation (the "*Assignor*"), having its primary place of business at 9045 Junction Drive, Annapolis Junction, Maryland, 20701 and CALICO INDUSTRIAL SUPPLY, LLC, a Mississippi limited liability company (the "*Assignee*") having its primary place of business at P.O. Box 321355, Flowood, Mississippi, 39232 (collectively the "*Parties*").

WHEREAS, Assignor is has created certain trademarks as set forth on Exhibit "A" to this Agreement (the "*Trademarks*"), and has registered those Trademarks and obtained registration numbers for those Trademarks (the "*Registration Numbers*"), also set forth on Exhibit "A" hereto, with the United States Patent and Trademark Office.

WHEREAS, Assignee wishes to acquire all right, title and interest in the Trademarks, and Assignor wishes to sell its interest in the Trademarks to Assignee.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, and in accordance with applicable law, the Parties hereby agree as follows:

1. *Assignment.* Assignor hereby assigns to Assignee, and its successors, representatives and assigns, all right, title and interest in the Trademarks, together with all goodwill associated with the Trademarks, including all renewals, extensions and reissues thereof. Assignor hereby requests the Commissioner for Trademarks of the United States to record this assignment of all right, title interest, and goodwill in the Trademarks to Assignee.
2. *Payment.* The Trademarks are being assigned from Assignor to Assignee pursuant to that certain Bill of Sale and Assignment and Assumption and Asset Purchase Agreement of even date herewith, and the Purchase Price payable from Assignee and to Assignor set forth therein includes payment in full for the Trademarks assigned herein.
3. *Assignor's Representations and Warranties.* Assignor hereby represents and warrants:
 - i) that it has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Trademarks to Assignee,
 - ii) that it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future, and
 - iii) the Trademarks are valid and enforceable as of the date of this Agreement.

4. *Further Actions.* Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Trademarks and in enforcing any and all protections or privileges deriving from the Trademarks.
5. *Governing Law.* This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the United States and the State of Maryland, without regard to conflicts of law principles.
7. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
8. *Severability.* If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
9. *Notice.* Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

IF TO ASSIGNOR:

Calico Industries, Inc.
Attn: Dirk Wiersma, President
9045 Junction Drive
Annapolis, MD 20701

With a copy to:

Jerold A. Moses, Esquire
Fedder and Garten, P.A.
36 S. Charles Street, Suite 2300
Baltimore, MD 21201-3177

IF TO ASSIGNEE:

Calico Industrial Supply, LLC
P.O. Box 321355
Flowood, MS 39232
Attn: Beau Bishop, Manager

With a copy to:

Douglas C. Noble, Esq.
McCraney, Montagnet, Quin & Noble, PLLC
602 Steed Rd.
Ridgeland, MS 39157

10. *Headings.* The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
11. *Entire Agreement.* This Agreement constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ASSIGNOR

ASSIGNEE

CALICO INDUSTRIES, INC.

CALICO INDUSTRIAL SUPPLY, LLC

Dirk Wiersma
Signature

Beau Bishop
Signature

Dirk Wiersma, President

Beau Bishop, Manager

State of Maryland)
County of Howard)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT DIRK WIERSMA personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 6th day of February, 2017.

Jerald A. Moses
Signature of Notary Public

(Seal) Jerald A. Moses
Printed Name of Notary

My commission expires on 2/27/17, 20 .

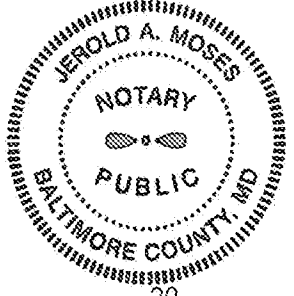




Exhibit "A"
To
Trademark Assignment

Trademarks and Registration Numbers

See Attached

Calico Industries, Inc.
 Schedule of Trademarks
 As of 01-31/17

Country	Trademark	Status	App No.	Filing Date	Reg No.	Reg Date	Class	Goods	Next Due Date
USA	 CALICO INDUSTRIES, INC. and design	Registered	77/147418	04/03/2007	3347867	12/04/2007	35	Catalog ordering service featuring kitchen, safety and janitorial equipment and supplies; electronic catalog services featuring kitchen, safety and janitorial equipment and supplies; mail order catalog services featuring kitchen, safety and janitorial equipment and supplies	12/04/2013 Affidavit of Use
USA	CALICO INDUSTRIES, INC.	Registered	73/625948	10/20/1986	1442546	06/09/1987	42	mail order service for institutional and restaurant supplies	Renewal 06/09/2017
USA	CALICO INDUSTRIES, INC. and design	Registered	73/625947	10/20/1986	1442545	06/09/1987	42	mail order service for institutional and restaurant supplies	Renewal 06/09/2017
USA	 INDUSTRIES, INC.								
USA	CALICO	Registered	73/625937	10/20/1986	1466372	11/24/1987	24	Kitchen products, namely oven mitts	Renewal 11/24/2017
USA	CALICO	Registered	73/625950	10/20/1986	1467381	12/01/1987	21	Kitchen products, namely gloves	Renewal 12/01/2017
USA	PAW GUARD	Registered	73/689155	10/13/1987	1490234	05/31/1988	24	Oven mitts	Renewal 05/31/2018

(C) 5.5.17

TRADEMARK

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RECORDED: 02/24/2017