

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431526

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spiral Binding Company, Inc.		06/13/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Spiral Binding LLC		
Street Address:	1 Maltese Drive		
City:	Totowa		
State/Country:	NEW JERSEY		
Postal Code:	07512		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3536940	BINDING101	
Registration Number:	3563608	WE DO THE HOMEWORK FOR YOU	
Registration Number:	3569350	WIREMASTER	
Registration Number:	3569352	COMBMASTER	
Registration Number:	4343817	WE ONLY DO EVERYTHING	
Registration Number:	4355120	SPIRAL	
Registration Number:	1393990	SPIRAL-O	
Registration Number:	4967156	PINCHBOOK	
Registration Number:	4789459	BUY101	
CORRESPONDENCE DATA			
Fax Number:	2127540330		
<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:	(212) 907-7300		
Email:	rsilverman@golenbock.com		
Correspondent Name:	Robin E. Silverman		
Address Line 1:	711 Third Avenue		
Address Line 2:	Golenbock Eiseman Assor Bell & Peskoe LL		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Robin E. Silverman		

OP \$240.00 3536940

SIGNATURE:	/Robin E. Silverman/
DATE SIGNED:	06/16/2017
Total Attachments: 4 source=Spiral Binding Company Executed Assignment of Trademarks#page1.tif source=Spiral Binding Company Executed Assignment of Trademarks#page2.tif source=Spiral Binding Company Executed Assignment of Trademarks#page3.tif source=Spiral Binding Company Executed Assignment of Trademarks#page4.tif	

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is being delivered as of June ¹⁶, 2017, by Spiral Binding Company, Inc., a New York corporation ("Assignor"), to Spiral Binding LLC, a Delaware limited liability company ("Assignee"), pursuant to the Asset Purchase Agreement dated as of May 19, 2017 (the "Purchase Agreement"), by and among Assignor, Assignee and the other parties identified therein. Capitalized terms used and not otherwise defined herein have the meanings ascribed to such terms in the Purchase Agreement.

Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby irrevocably assign, transfer and convey unto Assignee, its successors and assigns, free and clear of all liens, claims, encumbrances, restrictions and limitations, all right, title and interest, in perpetuity, whether now known or hereafter created, throughout the universe, in and to any and all of the trademarks, trade dress, service marks and trade names, whether registered or unregistered, in which Assignor possesses any rights and/or ownership interests, including, without limitation, all of the trademarks, service marks and trade names registered, or the subject of an application for registration, in the United States Patent and Trademark Office, as listed on Schedule A annexed hereto, together with any and all renewals and extensions thereof (collectively, the "Trademarks"), together with all goodwill attendant to and/or symbolized by all such Trademarks, along with (to the fullest extent permitted by law) any and all claims for past infringement, and the right to initiate suit and obtain damages and other forms of relief, both legal and equitable, arising from infringement, misappropriation or other violation, whether prior to or subsequent to the date hereof, of any of such Trademarks, or of any proprietary or other rights in any or all such Trademarks.

TO HAVE AND TO HOLD the aforementioned properties, assets and rights unto Assignee, its successors and assigns, to and for its use forever.

Assignor shall promptly, upon the request of Assignee and/or any of its successors and assigns, execute such other documents and/or instruments of assignment, transfer and conveyance as Assignee and/or its successors and assigns may reasonably request to permit Assignee or its successors or assigns to record the assignment covered by this Assignment or any other documents which Assignee, or any of its successors or assigns, may reasonably deem necessary, appropriate or desirable to evidence or effectuate the terms or intent of this Assignment.

This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York without reference to the choice of law principles thereof that would result in the application of the substantive laws of another jurisdiction.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Execution and delivery of this Assignment by delivery of a facsimile or electronically recorded copy (including a .pdf file) bearing a copy of the signature of a party shall constitute a valid and binding execution and delivery of this Assignment by such party. Such copies shall constitute enforceable original documents.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be duly executed as of the date first written above.

SPIRAL BINDING COMPANY, INC.

By: R.M. Roth
Name: Roth Roth
Title: President

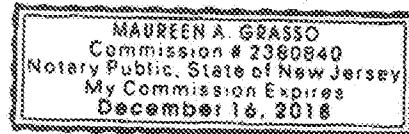
ACKNOWLEDGEMENT

STATE OF NJ SS.:
COUNTY OF Hudson

I CERTIFY that on Dec 13th , 2017, Robert Roth personally came before me and this person acknowledged under oath, to my satisfaction, that:

- 1) this person signed, sealed and delivered the attached document as President of Spiral Binding Company, Inc., a New York corporation;
- 2) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

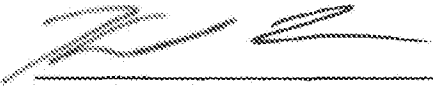
 Maureen A. Grasso
Notary Public



[Signature Page to Assignment of Trademarks]

Acknowledged and Accepted by Assignee:

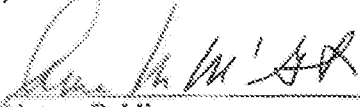
SPIRAL BINDING LLC

By: 
Name: Katherine A. Lehman
Title: Vice President

ACKNOWLEDGEMENT

State of New York)
County of Richmond) ss:

On the 14th day of June in the year 2017, before me, the undersigned, personally appeared Katherine A. Lehman personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that, by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

ANNE M. McGRATH
Notary Public, State of New York
No. 43-4783221
Qualified in Richmond County
Commission Expires March 30, 2019

[Signature Page to Assignment of Trademarks]

Schedule A

Title	Serial No.	Reg. No.	Reg. date	Status	Owner Name
BINDING101	77/452,379	3,536,940	11/25/2008	Registered	Spiral Binding Company, Inc.
WE DO THE HOMEWORK FOR YOU	77/452,397	3,563,608	1/20/2009	Registered	Spiral Binding Company, Inc.
WIREMASTER	77/453,379	3,569,350	2/3/2009	Registered	Spiral Binding Company, Inc.
COMBMASTER	77/453,479	3,569,352	2/3/2009	Registered	Spiral Binding Company, Inc.
WE ONLY DO EVERYTHING	85/581,019	4,343,817	5/28/2013	Registered	Spiral Binding Company, Inc.
	85/581,033	4,355,120	6/18/2013	Registered	Spiral Binding Company, Inc.
SPIRAL-O	73450109	1,393,990	5/20/1986	Registered	Spiral Binding Company, Inc.
PINCHBOOK	86/392,113	4,967,156	5/31/2016	Registered	Spiral Binding Company, Inc.
BUY101	86/477,923	4,789,459	8/11/2015	Registered	Buy101.com LP