

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439741

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROFILL HOLDINGS, LLC		02/01/2017	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	HIT PROMOTIONAL PRODUCTS, INC.		
Street Address:	7150 BRYAN DAIRY ROAD		
City:	LARGO		
State/Country:	FLORIDA		
Postal Code:	33777		
Entity Type:	Corporation: DELAWARE		
Name:	HIT PROMO OHIO, LLC		
Street Address:	7150 BRYAN DAIRY ROAD		
City:	LARGO		
State/Country:	FLORIDA		
Postal Code:	33777		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1762965	COLLEGE HOUSE	
Registration Number:	1764426	COLLEGE HOUSE	
Registration Number:	5091979	G GROUPIZO	
CORRESPONDENCE DATA			
Fax Number:	8132005995		
<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:	813-222-8705		
Email:	reid.haney@hwlaw.com		
Correspondent Name:	R. REID HANEY		
Address Line 1:	101 E KENNEDY BOULEVARD		
Address Line 2:	SUITE 3700		
Address Line 4:	TAMPA, FLORIDA 33602		

OP \$90.00 1762965

NAME OF SUBMITTER:	R. Reid Haney
SIGNATURE:	/s/ R. Reid Haney
DATE SIGNED:	08/18/2017
Total Attachments: 5 source=Assignment of Trademarks - Profill#page1.tif source=Assignment of Trademarks - Profill#page2.tif source=Assignment of Trademarks - Profill#page3.tif source=Assignment of Trademarks - Profill#page4.tif source=Assignment of Trademarks - Profill#page5.tif	

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is made and entered into as of February 1, 2017, by and between **PROFILL HOLDINGS, LLC**, an Ohio limited liability company ("Profill"), **CINCINNATI ADVERTISING PRODUCTS, LLC**, an Ohio limited liability company ("Cap" and together with Profill, the "Assignors"), **HIT PROMOTIONAL PRODUCTS, INC.**, a Delaware corporation ("Hit") and **HIT PROMO OHIO, LLC**, a Florida limited liability company ("Hit Ohio" and together with Hit, the "Assignee").

WHEREAS, the Assignors and Assignee have entered into that certain Asset Purchase Agreement dated as of February 1, 2017 (the "Purchase Agreement"). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, the Assignors have agreed, among other things, to sell, transfer, assign, convey and deliver to Assignee, at the Closing, certain assets of the Assignors, including without limitation, the trademarks set forth on Schedule A attached hereto (the "Marks"); and

WHEREAS, Assignee desires to acquire the Assignors' entire right, title and interest in and to the Marks.

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. The Assignors hereby grant, convey, transfer, and assign to Assignee all of the Assignors' respective rights, title and interest in and to the Marks and all issuances, extensions and renewals thereof, together with the goodwill of the business symbolized by and associated with the Marks. The transfer of the Marks accompanies, pursuant to the Purchase Agreement, the transfer of the Acquired Business to which the Marks pertain, and the Acquired Business is ongoing and existing.

2. Recordation and Further Actions. The Assignors hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to transfer to Assignee, its successors and assigns, record ownership of such registrations and/or applications, and to issue to Assignee, its successors and assigns, all Certificates of Registration, arising from the applications. Assignors and Assignee agree to execute such additional documents and to perform such additional tasks as are required to effectuate the terms of this Assignment, including without limitation, the execution and filing of any documents necessary to transfer to Assignee and its successors and assigns all of Assignor's rights in the Marks.

3. General.

3.1 Entire Agreement; Modification. This Assignment contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter. This Assignment may not be amended except by a written agreement signed by each of the parties to this Assignment.

3.2 Severability. If any provision of this Assignment is held to be invalid or unenforceable for any reason, such provision shall be ineffective to the extent of such invalidity or

unenforceability; provided, however, that the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. Any invalid or unenforceable provision shall be replaced by Assignor and Assignee with a valid provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

3.3 Headings; Construction. The headings of Articles and Sections in this Assignment are provided for convenience only and will not affect its construction or interpretation. All annexes, exhibits and schedules to this Assignment are incorporated into and constitute an integral part of this Assignment as if fully set forth herein. All words used in this Assignment will be construed to be of such gender or number as the context requires. All references to documents, instruments or agreements will be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto. The language used in this Assignment will be construed, in all cases, according to its fair meaning, and not for or against any party hereto. The parties acknowledge that each party has reviewed this Assignment and that rules of construction to the effect that any ambiguities are to be resolved against the drafting party will not be available in the interpretation of this Assignment.

3.4 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to its principles of conflicts of laws.

3.5 Execution; Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignors and Assignees have duly executed and delivered this Assignment of Trademarks solely for the purposes set forth above, all as of the date first above written.

ASSIGNORS:

PROFILL HOLDINGS, LLC,
an Ohio limited liability company

By: RC Mouty
Richard Mouty, Chief Executive Officer

CINCINNATI ADVERTISING PRODUCTS, LLC,
an Ohio limited liability company

By: RC Mouty
Richard Mouty, President

ASSIGNEES:

HIT PROMOTIONAL PRODUCTS, INC.,
a Delaware corporation

By: _____
Christopher J. Schmidt, President

HIT PROMO OHIO LLC,
a Florida limited liability company

By: Hit Promotional Products, Inc.

By: _____
Christopher J. Schmidt, President

IN WITNESS WHEREOF, Assignors and Assignees have duly executed and delivered this Assignment of Trademarks solely for the purposes set forth above, all as of the date first above written.

ASSIGNORS:

PROFILL HOLDINGS, LLC,
an Ohio limited liability company


By: _____
Richard Mouty, Chief Executive Officer

CINCINNATI ADVERTISING PRODUCTS, LLC,
an Ohio limited liability company

By: _____
Richard Mouty, President

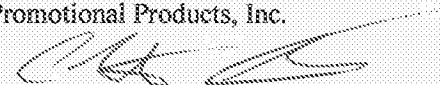
ASSIGNEES:

HIT PROMOTIONAL PRODUCTS, INC.,
a Delaware corporation

By: 

Christopher J. Schmidt, President

HIT PROMO OHIO LLC,
a Florida limited liability company

By: Hit Promotional Products, Inc.
By: 

Christopher J. Schmidt, President

SCHEDULE A

<u>Mark</u>	<u>Owner</u>	<u>Filing Date Registration Date</u>	<u>Serial No. Registration No.</u>
College House	Profill Holdings, LLC	1/10/1992 4/6/1993	74/238,514 1,762,965
College House	Profill Holdings, LLC	1/10/1992 4/13/1993	74/238,515 1,764,426
Groupizo	Profill Holdings, LLC	3/23/2015 12/13/2016	86/572,897 5,101,051 ¹
	Profill Holdings, LLC	3/27/2015 11/29/2016	86/579,143 5,091,979
	Cincinnati Advertising Products, LLC	3/31/2005 5/9/2006	78/598,804 3,089,831

¹ This trademark was approved and became registered with the USPTO on 12/13/2016.