

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441454

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Online Stores, Inc		12/30/2015	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Online Stores, LLC		
Street Address:	1000 Westinghouse Drive Suite 1		
City:	New Stanton		
State/Country:	PENNSYLVANIA		
Postal Code:	15672		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3586459	SUPER TOUGH	
Serial Number:	86776191	TOY SPLASH	
Serial Number:	86776168	TOY SPLASH	
Serial Number:	86776144	TOY SPLASH	
Registration Number:	3650606	RUGGED BLUE	
CORRESPONDENCE DATA			
Fax Number:	3129855578		
<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:	312-985-5908		
Email:	dlau@clarkhill.com		
Correspondent Name:	Adam J. Fromm		
Address Line 1:	130 East Randolph St. Suite 3900		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	Adam J. Fromm		
SIGNATURE:	/Adam J. Fromm/		
DATE SIGNED:	08/31/2017		
Total Attachments: 7			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), dated December 30, 2015, by and between Online Stores, Inc., a Pennsylvania corporation ("Assignor"), and Online Stores, LLC, a Pennsylvania limited liability company ("Assignee"). Unless otherwise indicated, capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in that certain Contribution Agreement, dated the date hereof (the "Contribution Agreement"), by and between Assignor and Assignee.

WHEREAS, Assignor and Assignee have entered into the Contribution Agreement, pursuant to which, among other things, Assignor has agreed to contribute to Assignee, in exchange for the issuance by Assignee to Assignor of Units of Assignor as specified in the Contribution Agreement, all right, title and interest in and to the Contributed Assets;

WHEREAS, the Transferred Assets include all of Assignor's right, title and interest in all Intellectual Property that is used or held for use in the Business, including the trademark registrations and applications listed on Schedule 1 attached hereto and the copyrights listed on Schedule 2 attached hereto (the "Contributed OLS IP"). For purposes of this Assignment, the term "Intellectual Property" means (a) patents, patent applications, invention disclosures, and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof, (b) registered and unregistered trademarks, service marks, names, corporate names, trade names, domain names, URLs, and source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and copyrightable subject matter, (d) trade secrets and all other confidential or proprietary information, know-how, inventions, processes, formulae, models, and methodologies, (e) all applications and registrations for the foregoing, and (f) all other intellectual property of any nature.

WHEREAS, in accordance with the Contribution Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of Assignor's worldwide right, title and interest in and to the Contributed OLS IP, including the Contributed OLS IP set forth on Schedule 1 and Schedule 2 attached hereto.

NOW, THEREFORE, in exchange for the consideration set forth in the Contribution Agreement and the mutual covenants contained herein and in the Contribution Agreement, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Contributed OLS IP. Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of all of Assignor's worldwide right, title and interest in and to:

(a) the Contributed OLS IP, including all Contributed OLS IP specified on Schedule 1 and Schedule 2 attached hereto;

(b) any and all continuations-in-part, divisionals, reissues, re-examinations, substitutions and extensions of any Contributed OLS IP that may hereafter be secured by

Assignee under the laws now or hereafter in effect in the United States or in any other jurisdiction;

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) 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

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date of this Assignment, 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 but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Use of Contributed OLS IP. The foregoing assigned Contributed OLS IP and related rights are to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

3. Recordation. Assignor authorizes the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall, from time to time, at Assignee's request and without further consideration, execute and deliver all of such instruments of sale, transfer, assignment and conveyance and all such notices, releases, acquittances and other documents, and take such other action, as Assignee may reasonably request to effectively transfer, assign and convey to, and vest in, Assignee and to put Assignee in possession of the Contributed OLS IP.

4. Legal Proceedings. Assignor hereby appoints Assignee and its successors and assigns as Assignor's true and lawful attorneys with full power of substitution, in Assignor's name and stead but on behalf and for the benefit of Assignee and its successors and assigns, for the limited purpose of prosecuting and maintaining the Contributed OLS IP before any trademark, patent, or copyright office worldwide, at the expense of and for the benefit of Assignee and its successors and assigns, or executing such documents, which Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or recordation of ownership to, any of the Contributed OLS IP. The dissolution of Assignor will not work a revocation of the foregoing powers.

5. Additional Documents. Assignor hereby agrees to execute any additional documents as may be reasonably necessary to effectuate the transfer of title in and to the Contributed OLS IP to the Assignee.

6. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed

and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania without regard to the conflict of law principles thereof.

7. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto. For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument. Facsimile transmission (including the e-mail delivery of documents in Adobe PDF format) of any signed original counterpart and/or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

8. Order of Precedence. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property Agreement to be executed as of the date first above written.

Online Stores, Inc., *as Assignor*

By: _____

Kevin Hickey
Name: Kevin Hickey
Title: Chief Executive Officer

Acknowledgement of Signature

STATE OF PENNSYLVANIA
COUNTY OF ~~WESTMORELAND~~ *ALLEGHENY*

On DECEMBER 23 2015 before me, A NOTARY PUBLIC, personally appeared Kevin Hickey, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Pennsylvania that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Renee Gestrich* (Seal)



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Renee Gestrich, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 11, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

[Signature page to Assignment of Intellectual Property Agreement]

Online Stores, LLC *as Assignee*

By:

Kevin Hickey
Name: Kevin Hickey
Title: Chief Executive Officer

Acknowledgement of Signature

STATE OF PENNSYLVANIA
ALLEGHENY *RY*
COUNTY OF ~~WESTMORELAND~~

On DECEMBER 23, 2015 before me, NOTARY PUBLIC, personally appeared Kevin Hickey, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Pennsylvania that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Renee Gestrich* (Seal)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Renee Gestrich, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 11, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

[Signature page to Assignment
of Intellectual Property Agreement]

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Trademark Name	Registration/Application Number
Online Stores, LLC (as assigned by Online Stores Inc. on December 30, 2015)	Super Knit	4125184, 4125292
Online Stores, LLC (as assigned by Online Stores Inc. on December 30, 2015)	Super Tough	4125181
Online Stores, LLC (as assigned by Online Stores Inc. on December 30, 2015)	Safety Girl	3005368
Online Stores, LLC (as assigned by Online Stores Inc. on December 30, 2015)	Rugged Blue	3650611
Online Stores, LLC (as assigned by Online Stores Inc. on December 30, 2015)	English Tea Store Online Stores.com	3871875
Online Stores, LLC (as assigned by Online Stores Inc. on December 30, 2015)	United States Flag Store	3762143
Online Stores, LLC (as assigned by Online Stores Inc. on December 30, 2015)	Toysplash	3280677

SCHEDULE 2

COPYRIGHTS

Owner	Copyright Name	Registration/Application Number
Online Stores, LLC (as assigned by Online Stores Inc. on December 30, 2015)	United-States-Flag.com	Website and images
Online Stores, LLC (as assigned by Online Stores Inc. on December 30, 2015)	ConstructionGear.com	Website and images
Online Stores, LLC (as assigned by Online Stores Inc. on December 30, 2015)	DiscountSafetyGear.com	Website and images
Online Stores, LLC (as assigned by Online Stores Inc. on December 30, 2015)	EnglishTeaStore.com	Website and images
Online Stores, LLC (as assigned by Online Stores Inc. on December 30, 2015)	Toysplash.com	Website and images