

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447924

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
S&S Worldwide, Inc.		10/05/2017	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	DecoArt, Inc.		
Street Address:	P.O. Box 297		
City:	Stanford		
State/Country:	KENTUCKY		
Postal Code:	40484		
Entity Type:	Corporation: KENTUCKY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2498073	CRAFTIME	
CORRESPONDENCE DATA			
Fax Number:	5025890309		
<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:	502.589.5235		
Email:	mwilliams@wyattfirm.com		
Correspondent Name:	MATTHEW A. WILLIAMS		
Address Line 1:	500 West Jefferson Street		
Address Line 2:	Suite 2800		
Address Line 4:	Louisville, KENTUCKY 40202		
NAME OF SUBMITTER:	Matthew A. Williams		
SIGNATURE:	/Matthew A. Williams/		
DATE SIGNED:	10/19/2017		
Total Attachments: 4			
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TRADEMARK ACQUISITION AGREEMENT

This TRADEMARK ACQUISITION AGREEMENT ("Agreement"), effective as of October 5, 2017, is made by and between S&S Worldwide, Inc., a Connecticut corporation ("Seller"), and DecoArt, Inc., a Kentucky corporation ("Buyer").

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, all right, title, and interest in and to the CRAFTIME mark (the "Mark"), including without limitation the registration thereof, together with the goodwill connected with the use of and symbolized by the Mark, subject to the terms and conditions set forth herein.

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

1. Subject to the terms and conditions set forth herein, Seller hereby irrevocably sells, assigns, transfers, and conveys to Buyer, and Buyer hereby accepts, all right, title, and interest in and to the Mark, including without limitation U.S. Reg. No. 2498073 together with the goodwill connected with the use of and symbolized by the Mark, and including all claims for damages by reason of infringement the Mark with the right to sue for damages and collect the same from and prior to the Effective Date, for all of Buyer's use and for the use of its successors and assigns.

2. Seller hereby authorizes and requests the Commissioner of the United States Patents and Trademark Office to issue or transfer the aforementioned U.S. Trademark Registration No. 2498073 to Buyer, as assignee of the entire right, title, and interest therein.

3. Seller warrants that it has not knowingly conveyed to others any right in said Mark, or any license to use the same, and that Seller has good right to assign the same to Buyer without encumbrance.

4. Further Assurances; Recordation.

(a) From and after the date hereof, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

(b) Without limiting the foregoing, and without limiting Section 3(a), Seller shall execute and deliver to Buyer, at Buyer's expense, such assignments and other documents, certificates, and instruments of conveyance in a form suitable for filing with the USPTO necessary to record and perfect the Assignment, and to vest in Buyer all right, title, and interest in and to the Mark in accordance with applicable law. As between Seller and Buyer, Buyer shall be responsible, at Buyer's expense, for filing the Assignment, and other documents, certificates, and instruments of conveyance with the applicable governmental authorities; provided that, at Buyer's expense, Seller shall take such steps and actions, and provide such cooperation and assistance, to Buyer and its

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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 necessary to effect, evidence, or perfect the assignment of the Mark to Buyer, or any of Buyer's successors or assigns.

5. Representations and Warranties of Seller. Seller represents and warrants to Buyer that the statements contained in this Section 4 are true and correct as of the date hereof

(a) Authority of Seller; Enforceability. Seller has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary organizational action of Seller, and when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms and conditions.

(b) Ownership. Seller owns all right, title, and interest in and to the Mark, free and clear of liens, security interests, and other encumbrances. Seller is in full compliance with all legal requirements applicable to the Mark and Seller's ownership and use thereof.

6. Miscellaneous.

(a) Survival. All representations, warranties, covenants, and agreements contained herein and all related rights to indemnification shall continue in full force and effect following the date hereof.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient; and (iv) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage prepaid). Such communications must be sent to the respective parties at the following addresses or at such other address for a party as shall be specified in a notice given in accordance with this Section 5(b):

If to Seller:

75 Mill Street
Colchester CT 06415
Facsimile: [FAX NUMBER]
Attention: Adam Schwartz,
President

If to Buyer:

P.O. Box 386
49 Cotton Avenue,
Stanford, KY 40484
Facsimile: 606.365.9739
Attention: President

(c) Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(d) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(e) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(f) Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

(g) Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(h) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[End of Text; Signature Page Follows]

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IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed as of the date first written above by their respective duly authorized officers.

S&S Worldwide, Inc. ("Seller")

By: 

Name: Adam Schwartz

Title: President

DecoArt, Inc. ("Buyer")

By: 

Name: Stan Clifford

Title: President

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