

900427452 11/03/2017

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM449705

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ICI USA, LLC		11/03/2017	Limited Liability Company: UNITED STATES WASHINGTON TON

RECEIVING PARTY DATA

Name:	Spectrum Diversified Designs, LLC
Street Address:	675 Mondial Parkway
City:	Streetsboro
State/Country:	OHIO
Postal Code:	44241
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	5035725	FLEX-CORE
Serial Number:	86306393	PIAMO
Registration Number:	4852011	ICE MATH
Registration Number:	5284607	CUPCAKE PEN
Registration Number:	4441511	YOLK OUT
Registration Number:	4428513	BASTING BUDDY
Serial Number:	85849800	YOLK VAC
Serial Number:	85849818	EGG VAC
Registration Number:	4421054	COLOSSAL
Registration Number:	4400025	KING
Registration Number:	4419854	ECOSHOPPER
Serial Number:	85304131	SANDWICH SHAPERS
Registration Number:	3759174	PANCAKE PEN

OP \$340.00 5035725

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 4252314749

Email: priya@cotechlaw.com

Correspondent Name: PRIYA SINHA CLOUTIER
Address Line 1: 1601 5TH AVE., STE 1100
Address Line 4: seattle, WASHINGTON 98101

NAME OF SUBMITTER: Priya Sinha cloutier

SIGNATURE: /Priya Sinha Cloutier/

DATE SIGNED: 11/03/2017

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**IP Assignment**”), dated as of November 3, 2017, is entered into by and between ICI USA, L.L.C., a Washington limited liability company (“**Seller**”) and Spectrum Diversified Designs, LLC, a Delaware limited liability company (“**Buyer**”).

BACKGROUND:

- A. Reference is made to that certain Asset Purchase Agreement, dated as of even date herewith (the “**Purchase Agreement**”), by and among SDD Holdings, LLC, a Delaware limited liability company, Buyer, Seller, Frank Family Investments, LLC, a Washington limited liability company, Matt Frank, an individual, P.T. Caso, an individual, and Jeff Reicher, an individual, pursuant to which, among other things, Seller agreed to sell, assign, transfer, convey and deliver to Buyer, and Buyer agreed to purchase from Seller, all of Seller’s right, title and interest in and to the Transferred Assets.
- B. The Purchase Agreement contemplates that, as part of the transactions contemplated thereby, Seller and Buyer will enter into this IP Assignment at the Closing for the purposes set forth herein.

AGREEMENT:

In consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein will have the respective meanings assigned to such terms in the Purchase Agreement.

2. Assignment. Effective as of the Closing, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby acquires and accepts from Seller, all of Seller’s rights, title and interest in and to the Owned Intellectual Property, including the following, free of all Liens:

(a) the trademarks, trademark registrations and trademark applications listed in **Exhibit A** and all issuances, extensions and renewals thereof (the “**Assigned Marks**”);

(b) the patents listed in **Exhibit B** and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals of any of the foregoing, and any patents or patent applications from which any of them claim priority or that claim priority from any of them, and all inventions disclosed and claimed in any of the foregoing (the “**Assigned Patents**”);

(c) the copyrights and copyright registrations, applications for registration and exclusive copyright licenses listed in **Exhibit C** and all issuances, extensions and renewals thereof (the “**Assigned Copyrights**”);

(d) all goodwill connected with the use of, and symbolized by, the Assigned Marks, the Assigned Patents and the Assigned Copyrights;

(e) all rights to enforce, and bring actions for all past, present and future infringement or violation of any of the Assigned Marks, the Assigned Patents or the Assigned Copyrights, seek damages, costs, profits, injunctive relief and other legal and equitable remedies on account thereof, and to settle, and collect and retain the proceeds therefrom;

(f) all rights to collect royalties and other payments under or on account of any of the Assigned Marks, the Assigned Patents or the Assigned Copyrights;

(g) all rights to apply for, file, register, maintain, extend or renew same, and seek protection therefor, with full benefit of such priority as may now or hereafter be granted to Seller by applicable Law; and

(h) all other rights with respect thereto.

3. Recordation. Seller authorizes the Commissioner for Trademarks and the Commissioner for Patents of the USPTO and any other government officials to record and register this IP Assignment upon request by Buyer.

4. Further Assurances. At any time or from time to time hereafter, Seller will, at the reasonable request of Buyer, take all additional action as may be necessary to put Buyer in operating control of the Owned Intellectual Property, and will execute, acknowledge and deliver such additional instruments of conveyance, power of attorney, sale, assignment or transfer or conveyance, and each party will take such additional actions as the other party may reasonably request in order to more effectively consummate the transactions contemplated by this IP Assignment.

5. Third-Party Consents. The terms of Section 2.5 of the Purchase Agreement are hereby incorporated by reference.

6. Effect of Agreement. This IP Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. This IP Assignment is made without representation or warranty, except as provided in the Purchase Agreement. Nothing contained in this IP Assignment will be construed to supersede, limit or qualify any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this IP Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement will govern.

7. Counterparts. This IP Assignment may be executed in multiple counterparts, and by the different parties hereto in separate counterparts, each of which shall for all purposes be deemed to be an original, and all of which taken together shall constitute one and the same instrument. A signature delivered on any counterpart by facsimile or other electronic means shall for all purposes be deemed to be an original signature to this IP Assignment.

8. Governing Law. This IP Assignment shall in all respects be construed in accordance with and governed by the substantive laws of the State of Delaware, without reference to its choice of law rules.

9. Amendment. This IP Assignment may not be amended or modified except by an instrument in writing signed by each of Seller and Buyer.

10. Successors and Assigns. This IP Assignment and the various rights and obligations arising hereunder shall inure to the benefit of and be binding upon Buyer and Seller, and their respective successors and permitted assigns.

11. Assignment. Neither this IP Assignment nor any of the rights, interests or obligations hereunder may be assigned by any party hereto, in whole or in part (whether by operation of law or otherwise), without the prior written consent of the other party hereto; provided, however, that without such prior written consent of Seller: (a) Buyer may assign its rights and/or delegate its obligations under this IP Assignment to any of its Affiliates; (b) any or all of the rights and interests and/or obligations of Buyer under this IP Assignment: (i) may be assigned and/or delegated to any purchaser of a substantial portion of the assets of Buyer or any of its Affiliates (whereupon Buyer shall cease to have any further liabilities or obligations hereunder except for those pertaining to any period prior to the date of such assignment); and (ii) may be assigned as a matter of law to the surviving entity in any merger, consolidation, share exchange or reorganization involving Buyer or any of its Affiliates; and (c) Buyer and its Affiliates shall be permitted to collaterally assign their respective rights hereunder to any lender or lenders providing financing to Buyer or any of its Affiliates (including any agent for any such lender or lenders) or to any assignee or assignees of such lender, lenders or agent.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the date first set forth above.

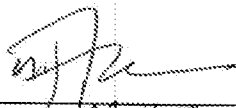
SELLER:

ICI USA, L.L.C.

By: _____

Name: _____

Title: _____


Matt Frank
Manager

BUYER:

SPECTRUM DIVERSIFIED DESIGNS, LLC

By: _____

Name: Aaron D. Goodman

Title: Chief Financial Officer, Executive
Vice President and Secretary

[Signature Page to IP Assignment]

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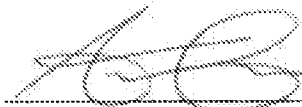
SELLER:

ICI USA, L.L.C.

By: _____
Name:
Title:

BUYER:

SPECTRUM DIVERSIFIED DESIGNS, LLC

By:  _____
Name: Aaron D. Goodman
Title: Chief Financial Officer, Executive
Vice President and Secretary

[Signature Page to IP Assignment]

EXHIBIT A**ASSIGNED MARKS**

Grantor	Mark (Country)	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
Seller	Flex-Core (US)	86885294	01/25/16	5035725	09/06/16	Registered
Seller	Piamo (US)	86306393	06/11/14	N/A	N/A	Abandoned – Intent to Use
Seller	Ice Math (US)	86239729	04/02/14	4852011	11/10/15	Registered
Seller	Cupcake Pen (US)	87304568	01/17/17	5284607	09/12/17	Registered
Seller	Yolk Out (US)	85914671	04/25/13	4441511	11/26/13	Registered
Seller	Basting Buddy (US)	85874176	03/12/13	4428513	11/05/13	Registered
Seller	Yolk Vac (US)	85849800	02/14/13	N/A	N/A	Abandoned – Intent to Use
Seller	Egg Vac (US)	85849818	02/14/13	N/A	N/A	Abandoned – Intent to Use
Seller	Colossal (US)	85843172	02/07/13	4421054	10/22/13	Registered
Seller	King (US)	85843164	02/07/13	4400025	09/10/13	Registered
Seller	Ecoshopper (US)	85789807	11/28/12	4419854	10/15/13	Registered
Seller	Sandwich Shapers (US)	85304131	04/25/11	N/A	N/A	Abandoned
Seller	PancakePen (US)	77707826	04/06/09	3759174	03/09/10	Registered
Seller	Teago (US)	77700358		3798306	06/08/10	Registered
Seller	Spatulart (US)	77698901	03/25/09	3692469	10/06/09	Registered
Seller	Spatulart (Hong Kong)	302026755	09/07/11	302026755	01/20/12	Registered
Seller	Tovolo Standz (US)	77711074	04/09/09	3801883	06/15/10	Abandoned
Seller	Standz (Hong Kong)	302026746	09/07/11	302026746	01/20/12	Registered
Seller	Tovolo (US)	78401970	04/14/04	3075655	04/04/06	Registered
Seller	Tovolo (Republic of Korea)	40-966641	05/30/12	4009666410000	04/30/13	Registered
Seller	Tovolo (Japan)	538086	10/12/10	5438086	09/09/11	Registered
Seller	Tovolo (Australia)	1383925	09/16/10	1383925	07/08/11	Registered
Seller	Tovolo (New Zealand)	830567	09/16/10	830567	03/16/11	Registered
Seller	Tovolo (India)	2025971	09/21/10	2025972	10/03/11	Registered
Seller	Tovolo (Hong Kong)	302026737	09/07/11	302026737	01/20/12	Registered
Seller	Tovolo (EPO)	9378878	09/16/10	009378878	03/01/11	Registered
Seller	Tovolo (China)	9929253	09/05/11	9929253	11/07/12	Registered
Seller	Tovolo (China)	9929254	09/05/11	9929254	11/07/12	Registered

EXHIBIT B**ASSIGNED PATENTS**

Description	Patent Number / Application Number	Filing Date	Issue Date	Expiration Date
SPATULA WITH CORE	29/591,127	1/17/2017	N/A	Pending
ASYMMETRIC SPATULA	29/543,655	10/27/2015	N/A	Pending
SPHERE ICE TONGS	D763,635	8/16/2016	8/16/2016	8/16/2031
COLANDER	D764,242	8/23/2016	8/23/2016	8/23/2031
ICE TRAY	D757,130	5/24/2016	5/24/2016	5/24/2031
COLANDER	D752,929	4/05/2016	4/05/2016	4/05/2031
SPHERE MOLD	D731,264	6/09/2015	6/09/2015	6/09/2030
CUBE MOLD	D734,106	7/14/2015	7/14/2015	7/14/2030
HAND HELD REAMER HOLDER	D706,087	6/03/2014	6/03/2014	6/03/2028
EGG SEPARATOR	D703,494	4/29/2014	4/29/2014	4/29/2028
MOLD	29/575,264	8/23/2016	N/A	Pending
MOLD	29/575,262	8/23/2016	N/A	Pending
MOLD	29/566,594	6/01/2016	N/A	Pending
MOLD	29/566,593	6/01/2016	N/A	Pending
BASTER	29/566,585	6/01/2016	N/A	Pending
COLANDER	29/554,428	2/11/2016	N/A	Pending
PREPPING TOOL	15/243,420	8/22/2016	N/A	Pending
BATTER MIXER	D637,871	5/17/2011	5/17/2011	5/17/2025
BATTER BOTTLE	D675,485	2/05/2013	2/05/2013	2/05/2027
TEA PRESS	D624786	10/05/2010	10/05/2010	10/05/2024
ICE CREAM SCOOP	D617,155	6/08/2010	6/08/2010	6/08/2024
SPORT SPATULA	D598,250	8/18/2009	8/18/2009	8/18/2023
SPORT SPATULA	D598,249	8/18/2009	8/18/2009	8/18/2023
SPORT SPATULA	D598,248	8/18/2009	8/18/2009	8/18/2023
SPORT SPATULA	D598,247	8/18/2009	8/18/2009	8/18/2023
COCKTAIL SHAKER-REAMER	29/602,247	4/28/2017	N/A	Pending
PASTRY BLENDER	29/599,658	5/05/2017	N/A	Pending
SINK SQUEEGEE	29/602,250	4/28/2017	N/A	Pending
TIKI POP MOLD	D758,142	6/07/2016	6/07/2016	6/07/2031
KNIFE CLEANER	29/623351	10/24/2017	N/A	Pending
DEODORIZER	29/623356	10/24/2017	N/A	Pending

EXHIBIT C

ASSIGNED COPYRIGHTS

None.