

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449700

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Matthew Frank		11/03/2017	INDIVIDUAL: UNITED STATES
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: 3			
Property Type	Number	Word Mark	
Registration Number:	3798306	TEAGO	
Registration Number:	3692469	SPATULART	
Registration Number:	3801883	TOVOLO STANDZ	
CORRESPONDENCE DATA			
Fax Number:			
<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:	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: 11			
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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 Matthew Frank, an individual (“**Assignor**”) and Spectrum Diversified Designs, LLC, a Delaware limited liability company (“**Assignee**”).

BACKGROUND:

- A. Assignor is the registered owner of certain registered intellectual property being acquired by Assignee pursuant 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, Assignee, ICI USA, L.L.C., a Washington limited liability company, Frank Family Investments, LLC, a Washington limited liability company, Assignor, Patrick Thomas Caso II, an individual, and Jeffrey Stewart Reicher, an individual.
- B. In order to facilitate the registration of all intellectual property being acquired pursuant to the Purchase Agreement in the name of Assignee, Assignor desires to grant, and Assignee desires to accept, the assignment and transfer pursuant to this IP Assignment.

AGREEMENT:

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

1. Assignment. Effective as of the consummation of the transaction contemplated by the Purchase Agreement, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby acquires and accepts from Assignor, all of Assignor’s rights, title and interest in the intellectual property set forth in **Exhibit A** hereto (the “**Assigned IP**”), along with (a) all rights to enforce, and bring actions for all past, present and future infringement or violation of any of the Assigned IP, 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, (b) all rights to collect royalties and other payments under or on account of any of the Assigned IP, 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 Assignor by applicable law, and (c) all other rights with respect thereto.

2. Recordation. Assignor 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.

3. Further Assurances. At any time or from time to time hereafter, Assignor will, at the reasonable request of Assignee, take all additional action as may be necessary to put Assignee in operating control of the Assigned IP, 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.

4. 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.

5. 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.

6. Amendment. This IP Assignment may not be amended or modified except by an instrument in writing signed by each of Assignor and Assignee.

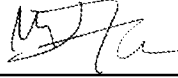
7. Successors and Assigns. This IP Assignment and the various rights and obligations arising hereunder shall inure to the benefit of and be binding upon Assignee and Assignor, and their respective successors and permitted assigns.

8. 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 Assignor: (a) Assignee 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 Assignee under this IP Assignment: (i) may be assigned and/or delegated to any purchaser of a substantial portion of the assets of Assignee or any of its affiliates (whereupon Assignee 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 Assignee or any of its affiliates; and (c) Assignee and its affiliates shall be permitted to collaterally assign their respective rights hereunder to any lender or lenders providing financing to Assignee 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.

ASSIGNOR:



Matthew Frank

ASSIGNEE:

SPECTRUM DIVERSIFIED DESIGNS, LLC

By: _____

Name:

Title:

[Signature Page to IP Assignment]

TRADEMARK

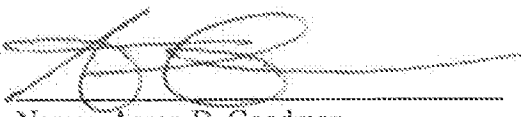
IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the date first set forth above.

ASSIGNOR:

.....
Matthew Frank

ASSIGNEE:

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 IP

[See attached]

TRADEMARKS



Mark/ Country	Application/ Registration Number	Filing/ Registration Date	Class/ Goods and Services	Status	Owner of Record/ Security Interests
U.S. 	3798306	June 8, 2010	IC 021: Multi-function hand-operated household utensil used as a tea caddy, and as a tea canister for storage of varieties of loose leaves used in brewing herbal beverages, and as a tea infuser for assisting the user in extracting the maximum flavor or nutrients from such leaves.	Registered June 8, 2010 6 th Year Declaration filed October 21, 2016 10 th Year Renewal due June 08, 2020	Frank, Matthew DBA TOVOLO 2815 East Lake Ave. E., Ste. 150, Seattle WA 98102
SPATULART U.S.	3692469	October 6, 2009	IC 021: Household utensils, namely, spatulas.	Registered October 6, 2009 6 th Year Declaration filed July 22, 2015 10 th Year Renewal due October 6, 2019	Frank, Matthew 2815 East Lake Ave. E., Ste 150 Seattle WASHINGTON 98102
U.S. 	3801883	June 15, 2010	IC 021: Household utensils, namely, spatulas, whisks, scoops, kitchen ladles, brushes for basting meat that have a handle allowing them to stand on end.	CANCELLED on January 20, 2017, for failure to file an acceptable 6 th year Declaration.	Frank, Matthew 2815 East Lake Ave. E., Ste 150 Seattle WASHINGTON 98102
SPATULART Hong Kong	302026755	January 20, 2012	IC 021: Household utensils, namely, spatulas	Renewal due August 6, 2021	MATTHEW JAMIES FRANK 4500, 9TH AVE NE, SUITE 300, SEATTLE, WA 98105
STANDZ Hong Kong	302026746	January 20, 2012	IC 021: Household utensils, namely, spatulas, whisks, scoops, kitchen ladles, brushes for basting meat that have a handle allowing them to stand to end	Renewal due August 6, 2021	MATTHEW JAMIES FRANK 4500, 9TH AVE NE, SUITE 300, SEATTLE, WA 98105

Exhibit A


Mark/ Country	Application/ Registration Number	Filing/ Registration Date	Class/ Goods and Services	Status	Owner of Record/ Security Interests
TOVOLO Hong Kong	302026737	January 20, 2012	IC 009: Measuring cups and timers. IC 021: Glass pitcher; coffee tools, namely, grind tampes and frothing pitchers, colanders, strainers, splatter screens, frozen confections on a stick molds, paper towel holders, bottle openers, corkscrews, and pastry brushes.	Renewal due August 6, 2021	MATTHEW JAMES FRANK 4500, 9TH AVE NE, SUITE 300, SEATTLE, WA 98105
 S. Korea	4009666410000	April 30, 2013	IC 008: Potato knives, pizza knives, forceps, tableware (knife / fork / spoon) IC 021: Non-electric kettle, non-electric kettle, bowl, cork opener, kettle spout, kitchen spatula, household non-electric whisker, cooking frame, cooking measuring cup, cooking meter, sprinkling bowl, , Tea set [tableware], tableware cover, bottle opener, ice bucket, table tripod, non-electric steamer, cooking oil anti-nail, cake mold	Renewal due April 30, 2023	Matthew Frank 2825 Eastlake Ave. E., Ste 230, Seattle WA 98102

Exhibit A


Mark/ Country	Application/ Registration Number	Filing/ Registration Date	Class/ Goods and Services	Status	Owner of Record/ Security Interests
 Japan	5438086	October 12, 2010	IC 008: Pizza cutter, spoon, fork, vegetable · fruit peeler, Western food knife IC 009: measuring cup, measuring spoon IC 021: pan, boiled coffee (excluding electric ones), kettle, dishes (except for those made of precious metal), cooking balls, wine glass holders, wine bottle holders, kitchen scrapers, spatula (kitchenware) Dispenser for cooking material, Dispenser for cooking material, Dispenser for cooking material, Perforated ball for bamboo shoots, Bazaar, Tea outfitters (excluding those made of precious metals), Tea ceremony (excluding those made of precious metals), Meat cooking for meat juice Silicone lid for frying pan that prevents splashing such as utensils, meat cooking brushes, height adjustable food covering for microwave cooking, bottle opener, ice tray, pot laying, steaming, cooking and juice, molds for cakes, Cleaning tool and laundry tool	Renewal due August 9, 2021	Matthew Frank 2825 Eastlake Ave. E., Ste 230, Seattle WA 98102

Exhibit A

Mark/ Country	Application/ Registration Number	Filing/ Registration Date	Class/ Goods and Services	Status	Owner of Record/ Security Interests
TOVOLO Australia	1383925	September 16, 2010	IC 008: Tongs, spoons and forks, knives IC 009: Measuring cups and spoons	Renewal due September 16, 2020	Matthew Frank 2815 East Lake Ave., E., Suite 150 Seattle Washington, 98102
TOVOLO New Zealand	830567	September 16, 2010	IC 021: Pots and pans, bowls, wine tools, household utensils, namely, pan scrapers, spatulas, whisks, peelers, batter dispensers, pizza cutters, mixing bowls, colanders, spoons and forks, knives, tea service tools, peelers, basters, food covers, bottle openers, ice trays, trivets, steamers, splatter screens, cupcake moulds, basting brushes	Renewal due September 16, 2020	Matthew Frank 2815 East Lake Ave., E., Suite 150 Seattle Washington, 98102

Mark/ Country	Application/ Registration Number	Filing/ Registration Date	Class/ Goods and Services	Status	Owner of Record/ Security Interests
TOVOLO India	2025972	September 21, 2010	IC 021: pots and pans; bowls; wine tools; household utensils; namely pan scrapers; spatulas; whisks; peelers; batter dispensers; pizza cutters; tongs; measuring cups and spoons; mixing bowls; colanders; spoons and forks; knives; tea service tools; peelers; basters; food covers; bottle openers; ice trays; trivets; steamers; splatter screens; cupcake molds; basting brushes	Renewal due September 21, 2020	Matthew Frank 2815 East Lake Ave., E., Suite 150 Seattle Washington, 98102
TOVOLO EPO	009378878	March 1, 2011	IC 008: Household utensils, namely, pizza cutters, tongs, spoons and forks, knives IC 009: Household utensils, namely, measuring cups and spoons IC 021: Pots and pans, bowls, wine tools, household utensils, namely, pan scrapers, spatulas, whisks, peelers, batter dispensers, mixing bowls, colanders, tea service tools, peelers, basters, food covers, bottle openers, ice trays, trivets, steamers, splatter screens, cupcake molds, basting brushes.	Renewal due September 16, 2020	Matthew Frank 2815 East Lake Ave., E., Suite 150 Seattle Washington, 98102

PATENTS

Jurisdiction	Title of Invention	Appl. Number/ Filing Date	Patent Number/ Issue Date	Owner of Record/ Security Interests	Status/ Action Due
US	BATTER MIXER	29/381,297 December 17, 2010	D637,871 May 17, 2011	MATTHEW FRANK Seattle, WA	Expiration Date: May 17, 2025 Design Patent - No maintenance fees are due.
US	BATTER BOTTLE	29/375,466 September 22, 2010	D675,485 February 5, 2013	MATTHEW FRANK Seattle, WA	Expiration Date: February 5, 2027 Design Patent - No maintenance fees are due.
US	ICE CREAM SCOOP	29/346,373 October 30, 2009	D617,155 June 8, 2010	MATTHEW FRANK Seattle, WA	Expiration Date: June 8, 2024 Design Patent - No maintenance fees are due.
US	SPORT SPATULA	29/330,332 January 5, 2009	D598,250 August 18, 2009	MATTHEW FRANK Seattle, WA	Expiration Date: August 18, 2023 Design Patent - No maintenance fees are due.
US	SPORT SPATULA	29/330,331 January 5, 2009	D598,249 August 18, 2009	MATTHEW FRANK Seattle, WA	Expiration Date: August 18, 2023 Design Patent - No maintenance fees are due.
US	SPORT SPATULA	29/330,330 January 5, 2009	D598,248 August 18, 2009	MATTHEW FRANK Seattle, WA	Expiration Date: August 18, 2023 Design Patent - No maintenance fees are due.
US	SPORT SPATULA	29/299,894 January 7, 2008	D598,247 August 18, 2009	MATTHEW FRANK Seattle, WA	Expiration Date: August 18, 2023 Design Patent - No maintenance fees are due.

TRADEMARK

REEL: 006201 FRAME: 0037

RECORDED: 11/03/2017