

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453039

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunrise Banks, N.A.		10/10/2017	National Banking Association: MINNESOTA
RECEIVING PARTY DATA			
Name:	Smithers-Oasis Company		
Street Address:	295 South Water Street, Suite 201		
City:	Kent		
State/Country:	OHIO		
Postal Code:	44240		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1618816	HF	
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:	3302171933		
Email:	sapetrosky@aol.com		
Correspondent Name:	Sylvia A. Petrosky		
Address Line 1:	723 N. Ridgecliff Street		
Address Line 4:	Tallmadge, OHIO 44278		
NAME OF SUBMITTER:	Sylvia A. Petrosky		
SIGNATURE:	/Sylvia A. Petrosky/		
DATE SIGNED:	12/04/2017		
Total Attachments: 4			
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OP \$40.00 1618816

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of October 10, 2017, by and between SMITHERS-OASIS COMPANY, an Ohio corporation, with an address of 295 South Water Street, Suite 201, Kent, Ohio 44240 ("Assignee"), and Sunrise Banks, N.A. as successor in interest to Franklin National Bank of Minneapolis, pursuant to Minnesota Statute Section 336.9-601, et seq. ("Assignor"), and Pera Group, LLC, a Minnesota limited liability company, with an address of 20055 75th Avenue North, Hamel, Minnesota 55340-9456 ("Pera").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor and Pera hereby sell, transfer, and assign to Assignee and its successors and assigns, all right, title, and interest (if any) held by Pera in and to the trademarks identified on Exhibit A throughout the world, together with all the goodwill symbolized thereby and the business associated therewith; all trademark registrations and applications, renewals and extensions thereof, that are or may be secured under the laws of the United States and all foreign countries; and the right to sue for infringement of the trademarks. All of the foregoing shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns, and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor and Pera 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 record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor and Pera shall take such steps and actions, and provide such cooperation and assistance to Assignee and its 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 reasonably necessary to effect, evidence, or perfect the assignment of the assigned trademarks to Assignee, or any assignee or successor thereto.


3. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

DISCLAIMER OF ALL WARRANTIES. THE ASSETS CONVEYED HEREUNDER ARE CONVEYED "AS IS," "WHERE IS" AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO REPRESENTATION OR WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE IN THIS ASSIGNMENT.

IN WITNESS WHEREOF, Assignor, Pera and Assignee have executed this Assignment as of the date set forth above.

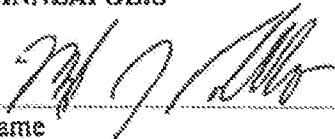
ASSIGNEE:

SMITHERS-OASIS COMPANY


Name: James M. Stull
Title: Chief Financial Officer

ASSIGNOR:

SUNRISE BANKS, N.A. AS SUCCESSOR IN
INTEREST TO FRANKLIN NATIONAL BANK OF
MINNEAPOLIS


Name
Title:

PERA GROUP, LLC

Name
Title:

Signature Page
Trademark Assignment

IN WITNESS WHEREOF, Assignor, Pera and Assignee have executed this Assignment as of the date set forth above.

ASSIGNOR:

SMITHERS-OASIS COMPANY

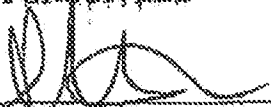
Name: James M. Still
Title: Chief Financial Officer

ASSIGNEE:

SUNRISE BANKS, N.A. AS SUCCESSOR IN INTEREST TO FRANKLIN NATIONAL BANK OF MINNEAPOLIS

Name
Title:

PERA GROUP, LLC



Name: Robert H. Panzetta
Title: President

Signature Page
Trademark Assignment

010-0579-0121/1/SMITHS/OASIS

TRADEMARK
REEL: 006219 FRAME: 0148

**EXHIBIT A
TO
TRADEMARK ASSIGNMENT**

Trademarks



Status	Country	Trademark	Serial/Reg. Number	Registration Date
Registered	US	HF & Design 	1618816	October 23, 1990
Cancelled	US	HANDY FLORAL	2978525	July 26, 2005
Abandoned	US	CELEBRATION KIT	78210009	n/a
Abandoned	US	HANDY GARDENER	78209996	n/a
Abandoned	US	HANDY CRAFTS	78210046	n/a
Registered	Canada	HF & Design 	TMA402925	September 25, 1992

Exhibit A

010-8539-8123/1/AMERICAS

