

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM452257

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prinz Ltd.		11/15/2017	Corporation: ILLINOIS
Prinz Etc. LLC		11/15/2017	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	New View Gifts & Accessories, Ltd.		
Street Address:	311 East Baltimore Avenue		
City:	Media		
State/Country:	PENNSYLVANIA		
Postal Code:	19063		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1974630	PRINZ	
Registration Number:	2002944	PRINZ	
Registration Number:	2004306	PRINZ	
Registration Number:	3392931	PRESENTING LIFE	
Registration Number:	5231194	PRINZ AT HOME	
CORRESPONDENCE DATA			
Fax Number:	2157727226		
<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:	215-772-7230		
Email:	jgannon@mmwr.com		
Correspondent Name:	James L. Gannon, II		
Address Line 1:	123 South Broad Street		
Address Line 2:	Montgomery, McCracken, Walker & Rhoads		
Address Line 4:	Philadelphia, PENNSYLVANIA 19109		
NAME OF SUBMITTER:	James L. Gannon, Jr.		
SIGNATURE:	/james l gannon ii/		
DATE SIGNED:	11/27/2017		

CH \$140.00 1974630

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Intellectual Property Assignment**”), dated as of the 15th day of November, 2017, is made by PRINZ LTD., an Illinois corporation, and PRINZ ETC. LLC, an Illinois limited liability company, each having an address at 512 Linberg Lane, Northbrook, IL 60062 (collectively, “**Seller**”), in favor of NEW VIEW GIFTS & ACCESSORIES, LTD. (“**Purchaser**”), a Pennsylvania corporation, located at 311 East Baltimore Ave., Media, PA 19063.

WHEREAS, Purchaser is the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Purchaser on the one hand, and Seller, on the other, dated as of the 15th day of November, 2017 (the “**Asset Purchase Agreement**”); and

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Intellectual Property Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and any other necessary entities, agencies, and bodies, in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) all intellectual property of Seller, including, without limitation, (i) patents and patent applications, and any and all reissues, extensions, renewals, reexaminations, divisional applications, and continuing applications of the same, computer software and data, trade styles, trade secrets, know-how, processes, formulae, designs, designs in process, drawings, technical data, business and marketing plans, worldwide marketing rights, and access to customers, suppliers and vendors, and (ii) the name “Prinz”, “Prinz Frames”, “Prinz USA” and any variations thereof, and all domain names, websites, domains and trademarks (whether registered or unregistered) together with the goodwill of the business connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals of the same, utilized or owned by Seller, including, without limitation, those trademarks, websites and domains and set forth on Schedule 1, but excluding the intellectual property assets set forth Schedule 2 (the assigned intellectual property, after giving effect to such exclusion, being the “**Assigned Intellectual Property**”);

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

(c) 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

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, 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. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Commissioner for Patents in the Patent and Trademark Office, the Register of Copyrights in the United States Copyright office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Intellectual Property Assignment upon request by Purchaser. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser 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 necessary to effect, evidence, or perfect the assignment of the Assigned Intellectual Property to Purchaser, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Intellectual Property Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Assigned Intellectual Property. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Intellectual Property 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 Intellectual Property 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 Intellectual Property Assignment.

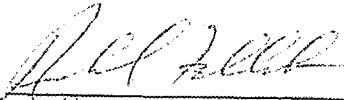
5. Successors and Assigns. This Intellectual Property Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Intellectual Property Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Intellectual Property Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

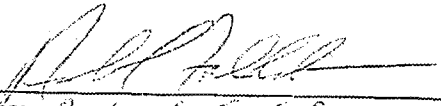
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Intellectual Property Assignment as of the date first written above.

PRINZ LTD.

By: 
Name: *Richard Feldstein*
Title: *President*

PRINZ ETC. LLC

By: 
Name: *Richard Feldstein*
Title: *MANAGER*

NEW VIEW GIFTS & ACCESSORIES, LTD.

By: _____
Name: John Brennan
Title: President

IN WITNESS WHEREOF, Seller has duly executed and delivered this Intellectual Property Assignment as of the date first written above.

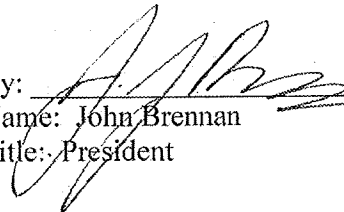
PRINZ LTD.

By: _____
Name:
Title:

PRINZ ETC. LLC


By: _____
Name:
Title:

NEW VIEW GIFTS & ACCESSORIES, LTD.

By:  _____
Name: John Brennan
Title: President

SCHEDULE 1

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
PRINZ	US	1974630	5/21/1996
PRINZ	US	2002944	9/24/1996
PRINZ	US	2004306	10/1/1996
PRESENTING LIFE	US	3392931	3/4/2008
	US	5231194	6/27/2017
PRINZ	CHINA	1114586	2/18/2013
PRINZ	VIETNAM	1114586	5/10/2013

Websites and Domains:

www.prinzathome.com

www.prinzusa.net

www.prinzusa.com

SCHEDULE 2

Excluded Intellectual Property

All intellectual property assets, other than those shown on Schedule 1, exclusively related to Seller's Cruise Line business ("Cruise Line") including not but limited to the right to fulfill all orders on hand and all future orders from the following third parties:

- Princess Cruise Lines
- Holland America Line
- P&O Cruises Australia
- P&O Cruises
- Carnival Cruise Lines
- Image Logistics
- NCL - Norwegian Cruise Line
- Royal Caribbean International
- MSC Cruises
- Hospitality Purveyors Inc. / Sandals Resorts International
- Celebrity Cruises
- Silversea Cruises
- Celebration Cruise Line
- Costa Cruises
- Crystal Cruises
- Cunard Cruises
- Disney Cruise Lines
- Dream Cruises
- Majestic International
- Regent Seven Sea Cruises
- Seabourn Cruises
- Ocean Star Cruises
- Celebration America Line
- Renaissance Cruises
- Royal Viking Line
- Sitmar Cruises

Such intellectual property assets shall include all prior records of Seller exclusively related to the Cruise Line, but specifically exclude the right to use the names Prinz, Prinz Ltd. or Prinz USA, or any proprietary information, design files, etc. of Seller that are not exclusively used for the Cruise Line.