

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456984

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bonial Enterprises North America, Inc.		12/29/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bonial International GmbH		
Street Address:	Warschauer StraBe 70A		
City:	Berlin		
State/Country:	GERMANY		
Postal Code:	10243		
Entity Type:	Company: GERMANY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4622113	RETALE	
Registration Number:	4700904	RETALE	
Serial Number:	87161476	GEOSPOT	
Serial Number:	87021347		
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<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:	(312) 558-6352		
Email:	mfoy@winston.com		
Correspondent Name:	Michelle Foy, Winston & Strawn LLP		
Address Line 1:	35 West Wacker Drive		
Address Line 2:	Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601-9703		
ATTORNEY DOCKET NUMBER:	014353.9		
DOMESTIC REPRESENTATIVE			
Name:	Robert H. Newman, Winston & Strawn LLP		
Address Line 1:	35 West Wacker Drive		
Address Line 2:	Suite 4200		

CH \$115.00 4622113

Address Line 4: Chicago, ILLINOIS 60601-9703	
NAME OF SUBMITTER:	Michelle Foy
SIGNATURE:	/Michelle Foy/
DATE SIGNED:	01/05/2018
Total Attachments: 3 source=Bonial Trademark Assignment.RETALE TRADEMARKS#page1.tif source=Bonial Trademark Assignment.RETALE TRADEMARKS#page2.tif source=Bonial Trademark Assignment.RETALE TRADEMARKS#page3.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into effective as of December 29, 2017 (the "Effective Date"), by and between Bonial Enterprises North America, Inc., a Delaware corporation doing business at 180 N Stetson, Suite 2250, Chicago, Illinois 60601 ("Assignor") and Bonial International GmbH, a German company doing business at Warschauer Straße 70a, 10243 Berlin, Germany ("Assignee").

A. Assignor is the owner of the trademarks and trademark applications and registrations listed in Exhibit A attached hereto; and

B. Assignee wishes to purchase, and Assignor is willing to sell, assign, convey and transfer to Assignee, all of Assignor's right, title and interest in and to each such trademark, trademark application and registration listed in Exhibit A attached hereto (collectively, the "Trademarks"), on the following terms and conditions.

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

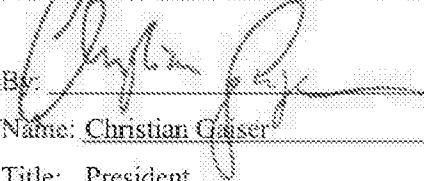
1. Assignment. Assignor hereby sells, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, the right, title and interest in and to the Trademarks and all goodwill of the business associated with the Trademarks, together with that portion of Assignor's business to which the Trademarks pertain, and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all common law rights in the Trademarks, together with all related and corresponding rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of applicable jurisdictions and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of the Trademarks prior to, on, or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee's own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
2. Consideration. In consideration of the assignment by Assignor of the Trademarks to the Assignee, the Assignee shall pay to Assignor Twenty Thousand US Dollars (USD 20,000). Assignee shall remit, within thirty (30) days after the Effective Date of the Assignment, the total amount payable hereunder to a bank account to be designated by Assignor.
3. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

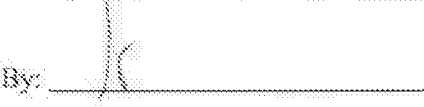
4. Further Assurances. Assignor will promptly execute any additional assignment or other documents reasonably requested by Assignee, its successors and assigns, and do all other lawful acts reasonably necessary to carry out the intent of this Assignment, at Assignor's sole cost and expense. The cost of recording and registering ownership rights in the Trademarks shall be borne solely by Assignor, its successors and assigns.

5. Miscellaneous. This Assignment and the exhibits hereto constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes any and all written or oral, prior or contemporaneous understandings and agreements. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with, or under their direction, and all those in privity therewith.

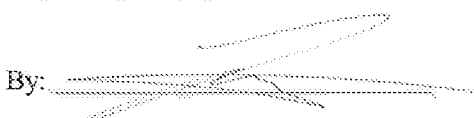
IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first above written.

Bonial Enterprises North America, Inc.

By: 
Name: Christian Gaiser
Title: President
Date: December 29, 2017

By: 
Name: Maximilian Biller
Title: Vice President
Date: December 29, 2017

Bonial International GmbH

By: 
Name: Nicolaas Boon
Title: CFO/ Prokurist
Date: December 29, 2017

By: _____
Name: Dr. Tanja Woitek-Nettekoven
Title: Legal Counsel/ Prokuristin
Date: December 29, 2017

Exhibit A

Mark	Country	App #	File Date	Registration #	Status
RETALE	US	86/002,380	7/3/2013	4,622,113	REGISTERED
RETALE & Design (Basket)	US	86/120,161	11/15/2013	4,700,904	REGISTERED
GEOSPOT	US	87161476	09/06/2016	N/A	ALLOWED
Basket Design	US	87021347	05/02/2016	N/A	ALLOWED
RETALE	CA	1,650,224	10/31/2013	N/A	ALLOWED
RETALE	MX	1427079	10/29/2013	1432583	REGISTERED
RETALE	MX	1427083	10/29/2013	1432263	REGISTERED
RETALE	WO	A0040122	1/2/2014	1193226	REGISTERED
RETALE	EU	1193226	1/2/2014	1193226	REGISTERED
RETALE	NZ	1193226	1/2/2014	993342	REGISTERED