# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM463022

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL			
SEQUENCE:	1			

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Arminak & Associates, LLC		12/31/2017	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Rieke-Arminak Corp.		
Street Address:	38505 Woodward Ave., Ste. 200		
City:	Bloomfield Hills		
State/Country:	MICHIGAN		
Postal Code:	48304		
Entity Type:	Corporation: DELAWARE		

### **PROPERTY NUMBERS Total: 3**

Property Type Number		Word Mark		
Registration Number:	3007087	ARMINAK & ASSOCIATES		
Registration Number:	: 4731889 USQUEEZE			
Serial Number:	86751877	ISQUEEZE		

# **CORRESPONDENCE DATA**

Fax Number: 2163485474

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: 216-348-5400

Email: ipmailbox@mcdonaldhopkins.com

**Correspondent Name:** McDonald Hopkins LLC

Address Line 1: 600 Superior Avenue, East, Suite 2100

Cleveland, OHIO 44114-2653 Address Line 4:

ATTORNEY DOCKET NUMBER:	18794-00006
NAME OF SUBMITTER:	Kimberly Hefner
SIGNATURE:	/Kimberly Hefner/
DATE SIGNED:	02/22/2018

**Total Attachments: 5** 

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment"), including all schedules attached hereto, is made effective this 31st day of December, 2017 (the "Effective Date"), by and among Arminak & Associates, LLC, a limited liability company organized under the laws of Delaware with an address at 4832 Azusa Canyon Road, Bldg. A, Irwindale, CA 91706, United States of America ("Assignor") and Rieke-Arminak Corp., a corporation organized under the laws of Delaware with an address at 38505 Woodward Ave., Ste. 200, Bloomfield Hills, MI 48304, United States of America ("Assignee"). Assignor and Assignee may be referred to in this Assignment each as a "Party" and collectively as the "Parties."

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks, service marks and in and to the registrations and applications therefor, set forth on *Schedule A* attached hereto (collectively, the "Trademarks");

WHEREAS, pursuant to a set of corporate transactions whereby Assignor and its affiliates are effectuating a transaction wherein Assignor is being merged with and into Assignee, Assignor desires that the Trademarks be owned by Assignee, and Assignee desires to own said Trademarks; and

WHEREAS, Assignee is a successor to that portion of Assignor's business to which the Trademarks pertain, which business is ongoing and existing.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

- 1. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all right, title and interest in, to and under the Trademarks, and to all registrations issuing therefrom, together with the goodwill associated therewith, and the right to sue for, and recover for, any past infringement thereof, to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had no sale and assignment of said Trademarks been made.
- 2. Assignor further agrees to execute such further documents reasonably required by Assignee to secure and enforce the rights granted to Assignee under this Assignment.
- 3. Assignee may record this Assignment with the United States Patent and Trademark Office ("USPTO") and with comparable offices in other jurisdictions throughout the world. All costs associated with any such registrations or recordations shall be paid by Assignee.
- 4. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

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5. This Assignment may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall be effective as of the Effective Date indicated above when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that both Parties need not sign the same counterpart. This Assignment may be executed by facsimile or electronically transmitted signatures and such signatures shall be deemed to bind each Party as if they were original signatures.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized officers as of the Effective Date indicated above.

[Signatures on following pages]

- 2 -

Arminak & Associates, LLC

By:

Signature

Joshua A. Sherbin, Vice President & Secretary

Printed Name and Title

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Karen A. Cohen, Assistant Secretary
Printed Name and Title

# Schedule A to Trademark Assignment Agreement

Country	Trademark Name	Application No.	Filing Date	Registration No.	Registration Date
US	ARMINAK & ASSOCIATES	76/586,173	4/12/2004	3,007,087	10/18/2005
US	USQUEEZE	85/684,444	7/23/2012	4,731,889	5/5/2015
US	ISQUEEZE	86/751,877	9/9/2015		
TW	ISQUEEZE	102003131	1/17/2013	1606491	11/1/2013
TW	USQUEEZE	102003133	1/17/2013	1606492	11/1/2013
MX	ISQUEEZE	1339966	1/16/2013	1362889	4/25/2013
MX	USQUEEZE	1340237	1/16/2013	1362890	4/25/2013
KR	ISQUEEZE	40-2013-4268	1/23/2013	40-1014680	12/27/2013
KR	USQUEEZE	40-2013-4269	1/23/2013	40-1014628	12/27/2013
JP	ISQUEEZE	2235/2013	1/17/2013	5578657	4/26/2013
JP	USQUEEZE	2236/2013	1/17/2013	5578658	4/26/2013
IN	USQUEEZE	2464468	1/22/2013		
IN	ISQUEEZE	2464469	1/22/2013		
HK	ISQUEEZE	302498301	1/17/2013	302498301	10/23/2013
HK	USQUEEZE	302498293	1/17/2013	302498293	10/23/2013
EM	ISQUEEZE	11497229	1/17/2013	11497229	5/1/2014
EM	USQUEEZE	11497153	1/17/2013	11497153	6/28/2013
CN	ISQUEEZE	12081579	1/22/2013	12081579	7/14/2014
CN	USQUEEZE	12081580	1/22/2013	12081580	7/14/2014
CA	ISQUEEZE	1610290	1/17/2013		
CA	USQUEEZE	1610288	1/17/2013		
BR	ISQUEEZE	840396139	1/18/2013	840396139	12/8/2015
BR	USQUEEZE	840396147	1/18/2013	840396147	12/8/2015
AR	ISQUEEZE	3222588	1/18/2013	2648837	5/19/2014
AR	USQUEEZE	3222589	1/18/2013	2648838	5/19/2014

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