

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464582

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
R. W. Smith & Co.		02/20/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	TriMark USA, LLC		
Street Address:	505 Collins Street		
City:	South Attleboro		
State/Country:	MASSACHUSETTS		
Postal Code:	02703		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4540092	ALANI	
Registration Number:	4489569	VENU	
Registration Number:	5292442	ZIENA	
Registration Number:	5051460	ARCATA	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<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:	6124927628		
Email:	ip@fredlaw.com		
Correspondent Name:	Leigh Rand		
Address Line 1:	200 S. 6th Street		
Address Line 2:	Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Leigh Rand		
SIGNATURE:	/Leigh Rand/		
DATE SIGNED:	03/07/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of February 20, 2018, is made by and between R.W. Smith & Co. ("**Assignor**"), a California corporation, in favor of TriMark USA, LLC ("**Assignee**"), a Delaware limited liability company.

WHEREAS, Assignor is the owner of certain trademarks and associated trademark registrations set forth on Schedule A hereto (the "**Marks**");

WHEREAS, Assignee is the parent company of Assignor; and

WHEREAS, Assignor desires to assign and transfer to Assignee, and Assignee desires to assume and acquire, the Marks and the goodwill of the business associated therewith.

NOW THEREFORE, the parties agree as follows:

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

(a) the Marks and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Marks;

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

(c) 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. Assignor hereby authorizes 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 Trademark Assignment upon request by Assignee. Following the date hereof, Assignor 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 necessary to effect, evidence, or perfect the assignment of the Marks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

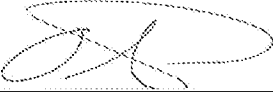
4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark 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 Trademark 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]

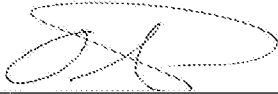
IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

R.W. SMITH & CO.

By: 
Name: Otis Carter
Title: Assistant Secretary

AGREED TO AND ACCEPTED:

TRIMARK USA, LLC

By: 
Name: Otis Carter
Title: Secretary

SCHEDULE A

Assigned Trademarks

Trademark Registrations

Mark	Registration Number	Registration Date
Alani	4,540,092	5/27/2014
Venu	4,489,569	2/25/2014
Ziena	5,292,442	9/19/2017
Arcata	5,051,460	9/27/2016