

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470846

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Milton Adler Co.		04/05/2018	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Smithers-Oasis Company		
Street Address:	295 S. Water Street, Suite 201		
City:	Kent		
State/Country:	OHIO		
Postal Code:	44240		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4846127	PIXIE PINS	
Registration Number:	4844842	LEAF PALETTES	
Registration Number:	3371892	ATLANTIC	
Registration Number:	2873998	STAY-FRESH	
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:	330 217 1933		
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:	04/23/2018		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "**Agreement**") shall be effective as of April 5, 2018 (the "**Effective Date**") by and between Milton Adler Co., a New Jersey corporation ("**Assignor**"), and Smithers-Oasis Company, an Ohio corporation ("**Assignee**").

WHEREAS, Assignor is the owner of certain intellectual property listed in **Exhibit B-1**;

WHEREAS, pursuant to that certain Asset Purchase Agreement between Assignor and Assignee dated as of the Effective Date, Assignor must deliver this assignment to Assignee of the intellectual property set forth in **Exhibit B-1**, (the "**IP**"); and

WHEREAS, Assignor and Assignee have agreed to enter into this Agreement as evidence of Assignor's assignment of its rights in and to the IP pursuant to the Asset Purchase Agreement;

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

1. **Assignment.** As of the Effective Date, Assignor hereby sells, assigns, transfers, and conveys to Assignee and its successors, assigns, and nominees, absolutely and in perpetuity, Assignor's entire right, title, and interest worldwide in and to the IP, and including the right to sue for and receive all damages from past infringements arising before the Effective Date, the same to be held and enjoyed by Assignee, its successors, assigns, and legal representatives.

2. **Further Assurances.** Assignor further agrees to execute all documents and do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this Agreement. In addition, and without limiting the generality of the foregoing, Assignor further agrees, at the request of Assignee or its successors in interest, to do all lawful acts which may be required for obtaining and enforcing the intellectual property rights in the IP, and to otherwise aid assignee or its successors in interest in enforcing intellectual property rights in the IP, all at the expense of Assignee or its successors in interest.

3. **Power of Attorney.** Assignor hereby constitutes and appoints Assignee and its successors and assigns as Assignor's true and lawful attorneys with full power of substitution, in Assignor's name and stead but on behalf and for the benefit of the Assignee and its successors and assigns, to demand and receive any and all of the IP and to give receipts and releases for and in respect of the same, and any part thereof, and from time to

time to institute and prosecute, at the expense and for the benefit of the Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, which the Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or recordation of ownership to, any of the IP, or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the IP which the Assignee or its successors or assigns shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignor or by dissolution of the Assignor or in any manner or for any reason whatsoever.

4. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with chapter 11 of title 11 of the United States Code, to the extent applicable, and the laws of the State of Ohio applicable to agreements made and to be performed entirely within such state, including all matters of construction, validity and performance.

5. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but of all of which together constitute one instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the date written above.

Milton Adler Co.

By: 

Name: Jason Adler

Title: President

Smithers-Oasis Company

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the date written above.

Milton Adler Co.

By: _____

Name: _____

Title: _____

Smithers-Oasis Company

By:  _____

Name: James M. Stull

Title: CFO

Signature Page to IP Assignment

EXHIBIT B-1 TO IP ASSIGNMENT AGREEMENT


INTELLECTUAL PROPERTY

PATENTS

TITLE	COUNTRY	PATENT/SER. NUMBER
PIXIE PINS for "corsage pins"	USA	4846127
LEAF PALETTES for "artificial flowers of textile"	USA	4844842
ATLANTIC for "florists' accessories, namely, adhesive backed cloth tape," and "florists' accessories, namely, corsage pins, boutonniere pins, artificial corsage leaves, satin cloth bouquet holders, jewel picks, corsage wristlets in the nature of elastic bands and pillow flower bases"	USA	3371892
STAY-FRESH for "artificial flower stems"	USA	2873998

TRADEMARKS

SERIAL NUMBER	REG. NUMBER	WORD MARK	RENEWAL DATE
86634248	4846127	PIXIE PINS	
86566243	4844842	LEAF PALETTES	
77164182	3371892	ATLANTIC	
76540886	2873998	STAY-FRESH	
77166843	3365176	WHERE TREND MEETS TRADITION	

85965435		FLORABAND	
77421292	3548125	DAVEE	
		STAND-UP	
		HOLD IT!	
		STEMSONS	
		 <i>Atlantic</i> <small>W R I S T L E T</small> milton adler	
		Miss Petite Wristlet	