

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM486292

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kahoot Products, Inc.		08/03/2018	Corporation: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Prym Consumer USA Inc.		
<b>Street Address:</b>	950 Brisack Road		
<b>City:</b>	Spartanburg		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29303		
<b>Entity Type:</b>	Corporation: SOUTH CAROLINA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4813923	YARN VALET	
<b>Registration Number:</b>	4913694	YARNKEYS	
<b>Registration Number:</b>	4950337	STITCHER'S GPS	
<b>Registration Number:</b>	4949769	COMFORTGRIP	
<b>Registration Number:</b>	4913692	NEVER STOP STITCHING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8649879686		
<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>			
<b>Phone:</b>	8649879696		
<b>Email:</b>	docketing@mullinaxpatent.com		
<b>Correspondent Name:</b>	J. BENNETT MULLINAX, LLC		
<b>Address Line 1:</b>	PO BOX 26029		
<b>Address Line 4:</b>	GREENVILLE, SOUTH CAROLINA 29616-1029		
<b>NAME OF SUBMITTER:</b>	J. Bennett Mullinax		
<b>SIGNATURE:</b>	/J. Bennett Mullinax/		
<b>DATE SIGNED:</b>	08/16/2018		
<b>Total Attachments: 5</b>			
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Kahoot Products, Inc.

- Individual(s)
- Partnership
- Corporation-State: Indiana
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Prym Consumer USA Inc.

Street Address:

950 Brisack Road,

City: Spartanburg

State: South Carolina

Country: \_\_\_\_\_ Zip: 29303

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship SC corporation
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) August 3, 2018

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

4,813,923; 4,913,694; 4,950,337; 4,949,769; 4,913,692

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name and address of party to whom correspondence concerning document should be mailed:**

Name: J. Bennett Mullinax, LLC

Internal Address: J. Bennett Mullinax

Street Address: \_\_\_\_\_

P O Box 26029

City: Greenville

State SC Zip: 29616-1029

Phone Number: 864 987 9696

Docket Number: PDC-MISC

Email Address: docketing@mullinaxpatent.com

**6. Total number of applications and registrations involved:**

5

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00**

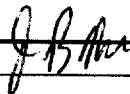
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number 50-3172

Authorized User Name J. Bennett Mullinax

**9. Signature:**



Signature

August 16, 2018

Date

J. Bennett Mullinax

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment"), dated as of August 3, 2018, is entered into by and between Kahoot Products, Inc., an Indiana corporation (the "Assignor"), and Prym Consumer USA Inc., a South Carolina corporation (the "Assignee").

RECITALS

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement dated as of even date herewith, by and between the Assignor and the Assignee (the "Purchase Agreement"), pursuant to which the Assignor agreed to sell, assign, transfer and convey certain assets to the Assignee, including the following marks, registrations and applications (the "Trademark Assets");

<b>Trademark</b>	<b>Goods</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Owner of Record</b>
Yarn Valet	Knitting implements, namely, plastic yarn dispensers	86/264,264	4,813,923	Kahoot Products, Inc.
yarnkeys	Non-metal clips for yarn labels.	86/718,348	4,913,694	Kahoot Products, Inc.
Stitcher's GPS	Labels that help mark a stitching pattern or chart.	86/718,352	4,950,337	Kahoot Products, Inc.
comfortgrip	Soft grips for needlework stitching tools	86/710,977	4,949,769	Kahoot Products, Inc.
Never Stop Stitching	Plastic yarn dispensers	86/718,343	4,913,692	Kahoot Products, Inc.

WHEREAS, the Assignor now desires to assign and transfer to the Assignee, and the Assignee desires to acquire from the Assignor, all of the Assignor's right, title and interest in and to the Trademark Assets and all goodwill associated therewith, in each case as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth in this Trademark Assignment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Trademark Assets. The Assignor hereby assigns, transfers and conveys to the Assignee and its successors and assigns all of the Assignor's right, title and interest in and to (a) the Trademark Assets and all goodwill associated therewith, and (b) all rights to income and license fees deriving from the Trademark Assets to the extent earned after the date hereof, and all causes of action, claims and rights to damages or profits arising by reason of any past, present or future infringements or unauthorized uses of the Trademark Assets, and the right to sue for and collect such damages or profits, in each case as permitted by law.

2. Miscellaneous. This Trademark Assignment is one of the transaction documents to be delivered in consummation of the transactions contemplated by the Purchase Agreement.

Nothing contained in this Trademark Assignment shall be deemed to supersede, amend or modify any of the terms, conditions or provisions of the Purchase Agreement or any rights or obligations of the parties under the Purchase Agreement. Capitalized terms used herein, but not defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement.

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

**ASSIGNOR:**

**KAHOOT PRODUCTS, INC.**



Name: Charles D. Kelderhouse II  
Title: Chief Executive Officer

**ASSIGNEE:**

**PRYM CONSUMER USA, INC.**

Name: Steve Mills

Title: Chief Executive Officer

Name: Dr. Ansgar Nonn

Title: Prym Group CEO / Chairman of the Board

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

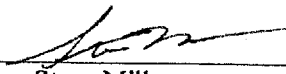
**ASSIGNOR:**

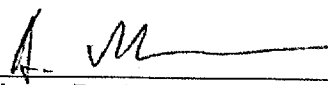
**KAHOOT PRODUCTS, INC.**

\_\_\_\_\_  
Name: Charles D. Kelderhouse II  
Title: Chief Executive Officer

**ASSIGNEE:**

**PRYM CONSUMER USA, INC.**

  
\_\_\_\_\_  
Name: Steve Mills  
Title: Chief Executive Officer

  
\_\_\_\_\_  
Name: Dr. Ansgar Nonn  
Title: Prym Group CEO / Chairman of the Board

Execution Page to Trademark Assignment