

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494175

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE MEYER COMPANY		10/03/2018	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Tomlinson Industries, LLC		
Street Address:	c/o Crown Brands Corporate Office		
Internal Address:	300 Knightsbridge Parkway		
City:	Lincolnshire		
State/Country:	ILLINOIS		
Postal Code:	60069		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	0760224	TOMLINSON	
Registration Number:	1053232	FRONTIER KETTLE	
Registration Number:	1261623		
Registration Number:	1299564	MODULAR	
Registration Number:	1334177	TOMLINSON	
Registration Number:	1392938	NO-DRIP	
Registration Number:	1731164	TOMLINSON	
Registration Number:	1792653	SIMPLI-FLEX	
Registration Number:	1851510	CHEF'S EDGE	
Registration Number:	2031044	TOUCH GUARD	
Registration Number:	2058539		
Registration Number:	2205488	CHEF'S EDGE	
Registration Number:	2205501	RIPPLE TWIST MILLS	
Registration Number:	2225606	BAR-MATE	
Registration Number:	2394024	C-KURE	
Registration Number:	2396023	GLENRAY	
Registration Number:	2480531	C-KURE	
Registration Number:	2887485	C-KURE	

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Property Type	Number	Word Mark
Registration Number:	3025494	
Registration Number:	3025495	
Registration Number:	4483507	
Registration Number:	4798751	TOMLINSON
Serial Number:	87911439	BIAGGIA
Serial Number:	87911387	GLENRAY
Serial Number:	87905624	FUSION

CORRESPONDENCE DATA

Fax Number: 5616596313
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: 561-653-5000
Email: angela.martin@akerman.com
Correspondent Name: Akerman LLP
Address Line 1: 777 S. Flagler Dr., Ste 1100 West Tower
Address Line 4: West Palm Beach, FLORIDA 33401

ATTORNEY DOCKET NUMBER:	0341556
NAME OF SUBMITTER:	JAMES ZIRKLE
SIGNATURE:	/James Zirkle/
DATE SIGNED:	10/16/2018

Total Attachments: 11
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of October 3, 2018, is made by THE MEYER COMPANY ("**Seller**"), an Ohio corporation, in favor of Tomlinson Industries, LLC ("**Buyer**"), a Delaware limited liability company, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer, Seller, and certain other parties, dated as of October 3, 2018 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the copyright registrations set forth on **SCHEDULE 3** hereto and all issuances, extensions, and renewals thereof (the "**Copyrights**");

(d) the domain names set forth on **SCHEDULE 4** hereto including any and all registrations and applications relating thereto and any renewals, extensions, reversions and restorations thereof (the "**Domain Names**");

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

(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) 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. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Assigned IP to Buyer, or any assignee or successor thereto. To facilitate the transfer of the Domain Names, at Buyer's request, Seller shall provide to Buyer a transfer authorization code for and accept Buyer's transfer request for each Domain Name.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP 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 IP 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 IP Assignment.

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

6. Governing Law. This IP 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 IP 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, Seller has duly executed and delivered this IP Assignment as of the date first above written.

THE MEYER COMPANY

By: Heidi J. Figas
Name: Heidi J Figas
Title: President
Address for Notices:

ACKNOWLEDGMENT

STATE OF OHIO)
)SS.
COUNTY OF CUYAHOGA)

On the 27th day of SEPTEMBER, 2018, before me personally appeared HEIDI J. FIGAS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the President of The Meyer Company, the Ohio corporation described, and acknowledged the instrument to be the free act and deed of The Meyer Company for the uses and purposes mentioned in the instrument.

[Signature]
Notary Public
Printed Name: Anna M. Black

My Commission Expires: _____

ANNA M. BLACK
Notary Public, State of Ohio
My Commission Expires Oct. 28, 2018



AGREED TO AND ACCEPTED:

Tomlinson Industries, LLC

By:

Name: Mayank Singh
Title: Authorized Signatory
Address for Notices:

ACKNOWLEDGMENT

STATE OF New York)

)SS.

COUNTY OF New York)

On the 7th day of October, 2018, before me personally appeared Mayank Singh, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Authorized Signatory of Tomlinson Industries, LLC, the Delaware limited liability company described, and acknowledged the instrument to be the free act and deed of Tomlinson Industries, LLC for the uses and purposes mentioned in the instrument.

Notary Public

Printed Name:

My Commission Expires: 2.23.2022

Laura McMillian



SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Patent No.	Title	Jurisdiction	Issue Date
9,862,591	Faucet With Shearing Valve Element	US	01/09/2018
9,517,924	Single Handle, Dual-Flow Faucet	US	12/13/2016
9,217,513	Faucet With Locking Safety Handle	US	12/22/2015
9,198,526	Adjustable Dispenser For Cups And Other Cup-Shaped Articles	US	12/01/2015
9,061,876	Faucet Valve With Safety Handle	US	06/23/2015
8,763,854	Adjustable Dispenser For Cups And Other Cup-Shaped Articles	US	07/01/2014
8,418,992	Faucet With Lock Safety Handle	US	04/16/2013
8,418,991	Faucet Valve With Safety Handle	US	04/16/2013
7,513,395	Vented Valve	US	4/7/2009
7,357,147	Modular Air Gap Device And Faucet Including Same	US	04/15/2008
7,325,701	Dispenser For Cup-Shaped Articles With Improved Clamp-Ring Securement Feature	US	02/05/2008
7,258,006	Sight Gauge Shield And Method	US	08/21/2007
7,055,234	Method Of Manufacturing Blow-Molded Cup Dispenser	US	06/06/2006
7,011,106	Modular Air Gap Device And Faucet Including Same	US	03/14/2006
6,966,454	Dispenser For Cup-Shaped Articles And Adjustable Retainer For Same	US	11/22/2005
6,953,070	Dispenser Valve With Push-To-Open Spout	US	10/11/2005
6,908,071	Self-Closing Faucet With Shearing Action	US	06/21/2005
6,868,994	Liquid-Dispensing Faucet Including Mounting Fitting With Valve Seat	US	3/22/2005
6,779,556	Half-Tube Seal Adapter Coupling For Beverage Systems	US	8/24/2004
6,772,908	Blow-Molded Cup Dispenser And Method Of Manufacturing Same	US	08/10/2004
6,648,186	Push-Button Faucet	US	11/18/2003
6,644,510	Bag-In-Box Container And Faucet	US	11/11/2003
6,454,243	Springless Seat Cup	US	9/24/2002
6,282,952	Shield For A Sight Gauge	US	9/4/2001
5,944,225	Insulated Faucet For Dispensing Hot Liquids	US	08/31/1999
5,941,415	Cup Dispenser	US	8/24/1999
5,845,791	Device For Storage And Dispensing Of Articles	US	12/8/1998
5,449,144	Faucet Valve With Safety Handle	US	9/12/1995
D686,704	Faucet Handle	US	07/23/2013
D686,302	Faucet Handle	US	07/16/2013
D632,368	Faucet Handle	US	02/08/2011
D508,109	Faucet Handle (Upper)	US	08/02/2005
D506,529	Faucet Handle	US	06/21/2005

Patent Applications

App. No.	Title	Jurisdiction	Filing Date
15/449,829	Liquid Dispensing Faucet With Pull-To-Open Valve Element	US	3/3/2017

International Patents and Patent Applications

Patent No. / App. No.	Title	Jurisdictions	Issue Date
CA2673874	FAUCET VALVE WITH SAFETY HANDLE	Canada	04/21/2015
CA2493759	MODULAR AIR GAP DEVICE AND FAUCET INCLUDING SAME	Canada	12/18/2012
CA2336438	BLOW-MOLDED CUP DISPENSER AND METHOD OF MANUFACTURING SAME	Canada	12/15/2009
MX314559	FAUCET VALVE WITH SAFETY HANDLE	Mexico	10/24/2013

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations and Applications

Reg. Number	Serial Number	Mark	Jurisdiction
0,760,224	72/154,386	TOMLINSON	US
1,053,232	73/068,577	FRONTIER KETTLE	US
1,261,623	73/380,139	WISHBONE HANDLE DESIGN	US
1,299,564	73/412,911	MODULAR	US
1,334,177	73/455,753	TOMLINSON	US
1,392,938	73/481,857	NO-DRIP	US
1,731,164	74/200,873	TOMLINSON	US
1,792,653	74/283,615	SIMPLI-FLEX	US
1,851,510	74/436,802	CHEF'S EDGE (LOGO)	US
2,031,044	74/669,613	TOUCH GUARD	US
2,058,539	74/496,304	MISCELLANEOUS DESIGN	US
2,205,488	75/358,523	CHEF'S EDGE	US
2,205,501	75/359,635	RIPPLE TWIST MILLS	US
2,225,606	75/399,973	BAR-MATE	US
2,394,024	75/518,177	C-KURE	US
2,396,023	75/867,637	GLENRAY	US
2,480,531	75/678,321	C-KURE	US
2,887,485	78/124,905	C-KURE	US
3,025,494	76/591,447	CONFIGURATION OF A FAUCET BODY	US
3,025,495	76/591,448	CONFIGURATION OF A FAUCET HANDLE AND BODY	US
4,483,507	85/783,779	DISPENSING FAUCET CONFIGURATION	US
4,798,751	86/483,114	TOMLINSON	US
	87911439	BIAGGIA	US
	87911387	GLENRAY	US
	87905624	FUSION	US

International Trademark Registrations and Applications

Reg. Number	Application Number	Word or Design Mark	Jurisdiction
A282,589	A282,589	TOMLINSON	Australia
A282,590	A282,590	TOMLINSON	Australia

Reg. Number	Application Number	Word or Design Mark	Jurisdiction
51,152	541,115	TOMLINSON	Benelux
51,153	541,116	TOMLINSON NO-DRIP	Benelux
396661	664581	CONFIGURATION OF A HANDLE (WISHBONE HANDLE)	Benelux
507910	72774	MODULAR	Benelux
818215348	818215348	NO-DRIP	Brazil
222457	379,918	TOMLINSON	Canada
314487	534267	FRONTIER KETTLE	Canada
336,540	UNKNOWN	MODULAR	Canada
422,931	696,854	TOMLINSON	Canada
1197553	970063875	TOMLINSON	China P.R.
1219576	970063874	TOMLINSON	China P.R.
1228368	970063877	TOMLINSON	China P.R.
1231613	970091583	TOMLINSON	China P.R.
1246376	970063876	TOMLINSON	China P.R.
160580	349064	TOMLINSON	Colombia
160871	349063	TOMLINSON	Colombia
160872	349065	TOMLINSON	Colombia
161336	349,066	TOMLINSON	Colombia
1301467	UNKNOWN	TOMLINSON	France
1472096	UNKNOWN	NO-DRIP	France
1,695,561	310,280	MODULAR	France
1695562	310281	TOMLINSON & DESIGN	France
938832	938832	TOMLINSON	Germany
1126134	UNKNOWN	CONFIGURATION OF A HANDLE (WISHBONE HANDLE)	Germany
1043022	1043022	TOMLINSON	Great Britain
1232679	1232679	TOMLINSON	Great Britain
107261	107261	TOMLINSON	Greece
199812834AA	12855 OF 1997	TOMLINSON	Hong Kong
000026128	D99.20344	TOMLINSON	Indonesia
152223	N/A	TOMLINSON	Ireland
1300443	302008901655137	NO-DRIP	Italy
1300444	RM2008C005130	TOMLINSON	Italy
1562040	MIC8434281	CONFIGURATION OF A HANDLE (WISHBONE HANDLE)	Italy
1278603	UNKNOWN	TOMLINSON	Japan
2070969	UNKNOWN	TOMLINSON	Japan
4572907	10-071783	TOMLINSON	Japan
9797	576202	NO-DRIP	Peru
11409	486858	TOMLINSON	Peru
96315	481470	TOMLINSON	Peru
96316	481464	TOMLINSON	Peru
96317	481465	TOMLINSON	Peru
100525	581637	NO-DRIP	Peru

Reg. Number	Application Number	Word or Design Mark	Jurisdiction
77301	Z-104928	TOMLINSON	Poland
194940	194940	CONFIGURATION OF A HANDLE (WISHBONE HANDLE)	Sweden
769763	(85)11020	TOMLINSON	Taiwan
779986	(85)11022	NO-DRIP	Taiwan
836068	(85)11021	TOMLINSON	Taiwan
836069	(85)11023	NO-DRIP	Taiwan
1301467	UNKNOWN	TOMLINSON	France
1472096	UNKNOWN	NO-DRIP	France

SCHEDULE 3

ASSIGNED COPYRIGHT REGISTRATIONS

Copyright Registrations

Title	Jurisdiction	Registration Number	Registration Date
Cup-trip faucets & 9 other titles / Author: Tomlinson Industries, Inc.	US	V1654P453	1978
Tomlinson service helps. By Tomlinson No-Drip Faucet Company, a division of Tomlinson Industries, Inc.	US	RE0000295793	1986

SCHEDULE 4

ASSIGNED DOMAIN NAMES

Domain Names

Domain Name	Registrar	Creation Date	Expiration Date
tomlinsonind.com	Network Solutions, LLC	1997-04-09	2020-04-10