

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM510218

<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>
L Park, LLC		01/22/2019	Limited Liability Company: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nicholas & Williams, Inc.		
<b>Street Address:</b>	11558 Rock Island Ct.		
<b>City:</b>	Maryland Heights		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63043		
<b>Entity Type:</b>	Corporation: MISSOURI		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1698697	LA POINTE	
<b>Registration Number:</b>	1732352	PRO GLO	
<b>Registration Number:</b>	4260710	AW	
<b>Registration Number:</b>	4430145	RAW SILK	
<b>Registration Number:</b>	4539561	BASIC BLUE	
<b>Registration Number:</b>	4291342	TNT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3146215065		
<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>	3146215070		
<b>Email:</b>	iptm@armstrongteasdale.com		
<b>Correspondent Name:</b>	Armstrong Teasdale LLP		
<b>Address Line 1:</b>	7700 Forsyth Boulevard, Suite 1800		
<b>Address Line 4:</b>	Saint Louis, MISSOURI 63105		
<b>ATTORNEY DOCKET NUMBER:</b>	7965-1		
<b>NAME OF SUBMITTER:</b>	Courtney Jackson		
<b>SIGNATURE:</b>	/Courtney Jackson/		
<b>DATE SIGNED:</b>	02/14/2019		

CH \$165.00 1698697

**Total Attachments: 6**

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## **TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (the “**Agreement**”), dated as of January 22, 2019, is by and between L Park, LLC, a Missouri limited liability (the “**Assignor**”), and Nicholas & Williams, Inc., f/k/a Westport Labs, Inc., a Missouri corporation (“**Assignee**”).

### **RECITALS**

**WHEREAS**, Assignor operates an ongoing and existing business and owns, has adopted, and has used the trademarks identified in Exhibit A, attached hereto (collectively, the “**Marks**”);

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the date hereof (the “**Purchase Agreement**”) by and between Assignor and Assignee;

**WHEREAS**, Assignor has agreed to sell, assign, transfer and convey to Assignee and Assignee has agreed to purchase, acquire and accept from Assignor certain Purchased Assets (as defined in the Purchase Agreement), which include the Marks; and

**WHEREAS**, Assignor and Assignee wish to enter into this Agreement for the sole purpose of confirming and memorializing the terms of the Purchase Agreement, which are not confidential, proprietary and/or trade secrets of either party, and making said terms of record in the office of any state trademark authority, the United States Patent & Trademark Office and the office of any applicable foreign trademark authority.

**NOW THEREFORE**, in consideration of the recitals, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

**BE IT KNOWN** that for the good and valuable consideration paid to Assignor by Assignee pursuant to the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor confirms that it sold, assigned, transferred and conveyed to Assignee and, to the extent required to confirm such transfer, hereby sells, assigns, transfers and conveys unto Assignee, its successors, legal representatives or assigns, all of its right, title and interest in, to and under the Marks and all applications and registrations therefor (including, but not limited to, those set forth in Exhibit A), together with any and all of the goodwill of the business symbolized by and associated with said Marks, and all past, present and future income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all past, present and future causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of the Marks.

Assignor covenants that Assignor will do, execute and deliver, or will cause to be done, executed and delivered, at Assignee’s expense, all such further reasonable acts, transfers, assignments and conveyances, powers of attorney and assurances, for the better assuring, conveying and confirming unto Assignee, the entire right, title and interest in the Marks hereby sold, transferred, assigned, and conveyed as Assignee may reasonably require.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement.

*[Remainder of page intentionally left blank; signature page follows.]*

WHEREFORE, Assignor and Assignee have caused this Agreement to be duly executed below, on the date indicated above, by each party's duly authorized officer.

L. PARK, LLC

NICHOLAS & WILLIAMS, INC., F/K/A  
WESTPORT LABS, INC.

By: Derek Winters  
Name: Derek Winters  
Title: Managing Member


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WHEREFORE, Assignor and Assignee have caused this Agreement to be duly executed below, on the date indicated above, by each party's duly authorized officer.

L PARK, LLC

NICHOLAS & WILLIAMS, INC., F/K/A  
WESTPORT LABS, INC.

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: *Nicholas A. VanRens* \_\_\_\_\_

Title: \_\_\_\_\_

Title: *President* \_\_\_\_\_

**WHEREFORE**, Assignor and Assignee have caused this Agreement to be duly executed below, on the date indicated above, by each party's duly authorized officer.

**L PARK, LLC**

**NICHOLAS & WILLIAMS, INC., F/K/A  
WESTPORT LABS, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**MARKS**

Mark	Country	Registration No.
LA POINTE	US	1,698,697
PRO GLO	US	1,732,352
AW Logo	US	4,260,710
RAW SILK	US	4,430,145
BASIC BLUE	US	4,539,561
T•N•T	US	4,291,342