

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514826

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Q.E.P. CO., INC.		03/15/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TRAXX CORPORATION		
Street Address:	1201 E. LEXINGTON AVE.		
City:	POMONA		
State/Country:	CALIFORNIA		
Postal Code:	91766		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2216250	ACCUPLY	
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>			
Email:	laura.o'brien@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Ave.		
Address Line 2:	11th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	048914.00078		
NAME OF SUBMITTER:	Laura O'Brien		
SIGNATURE:	/Laura O'Brien/		
DATE SIGNED:	03/18/2019		
Total Attachments: 5			
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OP \$40.00 2216250

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this “**Assignment Agreement**”) is entered into as of the 15th day of March, 2019, by **Q.E.P. CO., INC.**, a Delaware corporation (“**Assignor**”), in favor of **TRAXX CORPORATION**, a California corporation (“**Assignee**”).

WHEREAS, Assignor is the owner of the trademarks, service marks, trademark and service mark registrations and trademark and service mark applications in the form more fully described in Schedule A hereto (the “**Marks**”); and

WHEREAS, Assignor and Assignee have executed that certain Asset Purchase Agreement of even date herewith (the “**Asset Purchase Agreement**”); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign and Assignee desires to receive all of Assignor’s right, title and interest in and to all of the Marks.

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement, Assignor hereby irrevocably distributes, transfers, assigns and otherwise conveys to Assignee, (a) all of Assignor’s right, title and interest in and to each of the Marks, (b) all applications and registrations relating thereto, (c) all issuances, extensions and renewals thereof, (d) priority filing rights, (e) the goodwill of the business symbolized by or associated with the Marks, (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 and/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/or equitable relief and to collect, or otherwise recover, any such damages.

After the date hereof, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by Assignee in writing, and Assignor agrees to not challenge Assignee’s use or ownership, or the validity, of the Marks.

Assignor agrees to execute and deliver at the request of Assignee all papers, instruments and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of Assignor’s right, title and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment Agreement 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 reasonably necessary to effect, evidence or perfect the assignment of the Marks to Assignee, or any assignee or successor thereto.

The provisions of this instrument are subject, in all respects, to the terms and conditions of the Asset Purchase Agreement, including without limitation, all of the applicable covenants, representations and warranties contained therein, all of which shall survive the execution and delivery of this instrument to the extent indicated in the Asset Purchase Agreement. Nothing contained in this instrument shall be deemed to modify, amend or supersede any of the terms and conditions of the Asset Purchase Agreement. In the event of any inconsistency between the terms and conditions hereof and the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall control. This instrument shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Assignee and its successors and assigns.

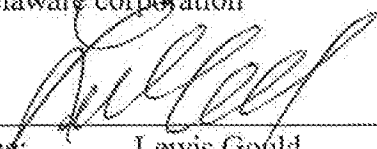
This instrument may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same document. Counterparts may be delivered via facsimile, email (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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

ASSIGNOR:

Q.E.P. CO., INC.,
a Delaware corporation

By: 
Name: Lewis Gould
Title: Executive Chairman and CEO

ASSIGNEE:

TRAXX CORPORATION,
a California corporation,

By: _____
Name: Craig Silvers
Title: CEO

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

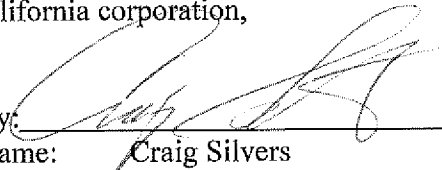
ASSIGNOR:

Q.E.P. CO., INC.,
a Delaware corporation

By: _____
Name: Lewis Gould
Title: Executive Chairman and CEO

ASSIGNEE:

TRAXX CORPORATION,
a California corporation,

By:  _____
Name: Craig Silvers
Title: CEO

SCHEDULE A

Registered Trademarks

Country	Title	Registration No.	Serial No.
USA	ACCUPLY	2216250	75382915

Unregistered Trademarks

Country	Title
USA	PENTA-PLY
USA	VERI-PLY
USA	SUREGRIP
USA	EAGLEGRIP