

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM520094

<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>
Shakespeare Conductive Fibers, LLC		03/11/2019	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Shakespeare Company, LLC		
<b>Street Address:</b>	6111 Shakespeare Road		
<b>City:</b>	Columbia		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29223		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2127763		
<b>Registration Number:</b>	1121900	RESISTAT	
<b>Registration Number:</b>	1609132	RESISTAT	
<b>Registration Number:</b>	1609129	RESISTAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	201-610-6748		
<b>Email:</b>	arrielle.millstein@newellco.com		
<b>Correspondent Name:</b>	Arrielle Millstein		
<b>Address Line 1:</b>	Newell Brands, Inc. 221 River Street		
<b>Address Line 2:</b>	13th Floor		
<b>Address Line 4:</b>	Hoboken, NEW JERSEY 07030		
<b>ATTORNEY DOCKET NUMBER:</b>	Project Taurus		
<b>NAME OF SUBMITTER:</b>	Arrielle S. Millstein		
<b>SIGNATURE:</b>	/ASM/		
<b>DATE SIGNED:</b>	04/22/2019		
<b>Total Attachments: 5</b>			

CH \$115.00 2127763

source=TM Assignment from Shakespeare Conductive to Shakespeare Company#page1.tif  
source=TM Assignment from Shakespeare Conductive to Shakespeare Company#page2.tif  
source=TM Assignment from Shakespeare Conductive to Shakespeare Company#page3.tif  
source=TM Assignment from Shakespeare Conductive to Shakespeare Company#page4.tif  
source=TM Assignment from Shakespeare Conductive to Shakespeare Company#page5.tif

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("*Agreement*"), is entered into and effective as of the 11<sup>th</sup> day of March 2019, by and between Shakespeare Conductive Fibers, LLC ("*Assignor*"), and Shakespeare Company, LLC ("*Assignee*").

For good and valuable consideration of which receipt is acknowledged, intending to be legally bound, the parties hereto agree as follows:

1. Effective as of the date hereof, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor's right, title and interest in, to and under the trademark registrations and trademark applications set forth on Schedule 1 hereto (such trademarks registrations and trademark applications, the "*Transferred Trademarks*"), including (i) any and all goodwill associated therewith, (ii) all common law rights therein and in any elements of thereof, including underlying word marks and design components, in each case to the extent permitted under applicable law, (iii) all rights therein provided by international treaties or conventions, (iv) all reissues, extensions and renewals of any of the foregoing and (v) all rights to sue and recover damages for past, present and future infringement or other violation thereof or conflict therewith.

2. Assignor hereby authorizes Assignee to request, and hereby requests, the Commissioner for Trademarks of the United States and any other official of any applicable governmental authority to record and issue any and all trademark registrations and trademark applications included in the Transferred Trademarks to and in the name of Assignee.

3. The parties agree (i) to furnish upon request to each other such further information, (ii) to execute and deliver to each other such other documents, and (iii) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the transactions contemplated by this Agreement.

4. This Agreement shall be binding upon and inure to the benefit of and be enforceable by Assignee and Assignor and their respective successors and permitted assigns. This Agreement is not intended to, and shall not be construed to, confer upon any person, other than Assignor and Assignee, any rights or remedies hereunder.

5. This Agreement will be exclusively governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of Delaware to be applied.

6. No waiver, modification or change of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

7. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimiles, e-mail transmission of .pdf signatures or other electronic copies of signatures shall be deemed to be originals.

8. All notices and other communications under or by reason of this Assignment will be in writing and will be deemed to have been duly given or made (a) when personally delivered, or (b) upon delivery by overnight courier service, in each case to the addresses and attention parties indicated below (or such other address or attention party as the recipient party has specified by prior notice given to the sending party in accordance with this Section 8):

If to Assignor, to:

Shakespeare Conductive Fibers, LLC

6111 Shakespeare Rd

Columbia, SC 29223 United States

If to Assignee, to:

Shakespeare Company, LLC

6111 Shakespeare Road

Columbia , SC 29223 United States

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]

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

**ASSIGNOR:**

Shakespeare Conductive Fibers, LLC

By: Adrian Lee

Name: Adrian Lee

Title: Assistant Secretary

**ASSIGNEE:**

Shakespeare Company, LLC

By: Anielle Milgram


Name: Anielle Milgram

Title: Assistant Secretary

Schedule 1  
Transferred Trademarks

(See attached)

Transferred Trademarks

Trademark	TM Logo	Country	Ser. No.	App. Date	Reg. No.	Reg. Date
Circle & Flash Design		United States	75/098,254	May 3, 1996	2,127,763	Jan. 6, 1998
RESISTAT		United States	73/163,553	Mar. 24, 1978	1,121,900	Jul. 10, 1979
RESISTAT		United States	74/005,892	Nov. 29, 1989	1,609,132	Aug. 7, 1990
RESISTAT		United States	73/840,169	Nov. 13, 1989	1,609,129	Aug. 7, 1990