

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530048

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paul N. Gardner Company, Inc.		06/28/2019	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	BYK USA Inc.		
Street Address:	524 South Cherry Street		
City:	Wallingford		
State/Country:	CONNECTICUT		
Postal Code:	06492		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1513468	EZ	
Registration Number:	1122215	GARDCO	
Registration Number:	2426192	GARDCO	
CORRESPONDENCE DATA			
Fax Number:	3127043001		
<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>			
Phone:	3127043518		
Email:	trademarks@hinshawlaw.com		
Correspondent Name:	Mark K. Suri		
Address Line 1:	151 North Franklin Street		
Address Line 2:	Suite 2500		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	1014709		
NAME OF SUBMITTER:	Mark K. Suri		
SIGNATURE:	/mark suri/		
DATE SIGNED:	07/01/2019		
Total Attachments: 5			
source=Project Plymouth - Patent and Trademark Assignment#page1.tif			

CH \$90.00 1513468

source=Project Plymouth - Patent and Trademark Assignment#page2.tif

source=Project Plymouth - Patent and Trademark Assignment#page3.tif

source=Project Plymouth - Patent and Trademark Assignment#page4.tif




source=Project Plymouth - Patent and Trademark Assignment#page5.tif

ASSIGNMENT OF ALL RIGHT, TITLE, AND INTEREST IN PATENTS AND TRADEMARKS

THIS ASSIGNMENT OF ALL RIGHT, TITLE, AND INTEREST IN PATENTS AND TRADEMARKS (“Agreement”) is between **Paul N. Gardner Company, Inc.**, a Florida corporation with its principal place of business at 316 N.E. First Street, Pompano Beach, Florida 33060 (“Assignor”) and **BYK USA Inc.**, a New York corporation with its principal place of business at 524 South Cherry Street, Wallingford Connecticut 06492 (“Assignee”). Assignor and Assignee sometimes are collectively referred to as “the Parties.” This Agreement is made as of the last date of execution by the Parties.

WHEREAS, Assignor is the owner of all right, title and interest in and to the patent registration (the "Patent"), trademark registrations and common law trademarks listed below (the "Trademarks") (collectively, the Patents and trademarks are referred to as the “Assets”), together with the goodwill of the business connected with and symbolized by the Trademarks; and

Patent	Appl. No.	Reg. No.	Reg. Date	Jurisdiction
Adjustable film applicator	11/582,562	7,930,991	April 26, 2011	United States

Trademark	Appl. No.	Reg. No.	Reg. Date	Jurisdiction
	N/A	22371964	September 14, 2018	China
	N/A	22372302	February 7, 2018	China
EZ	73723854	1513468	November 22, 1988	United States
	73125547	1122215	July 17, 1979	United States
GARDCO	75663028	2426192	February 6, 2001	United States
ZAHN CUPS	N/A	N/A	N/A	Common Law

WHEREAS, Assignor and Assignee entered into an Asset Purchase Agreement on June 21, 2019 in which Assignor has assigned the Assets to the Assignee; and

WHEREAS, Assignor hereby agrees to act in accordance with the provisions of this Agreement as these provisions pertain to Assignor’s duties, obligations, and responsibilities under the Asset Purchase Agreement.

WHEREAS, Assignee wishes to acquire and has acquired the entire worldwide right, title, and interest in the Assets.

NOW, THEREFORE, the Parties agree as follows:

1. Patent Assignment. Assignor does hereby irrevocably sell, assign and transfer to Assignee (i) the Patent and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, and all foreign filed patents and patent applications claiming priority to the Patents; (ii) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (iii) 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 (iv) 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, 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. Trademark Assignment. Assignor does hereby irrevocably sell, assign, and transfer to Assignee (i) all right, title and interest in and to the Trademarks, in each case together with all of the good will of the business symbolized by the Trademarks and all registrations and applications for registration thereof and any renewals and extensions of such registrations, (ii) all income, royalties, damages and payments now due or which hereafter become due or payable in respect of such Trademarks, (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement of such Trademarks, including without limitation claims for present or future infringement, dilution or other unauthorized use, and (iv) all rights corresponding to the foregoing through the world.
3. Consideration. In consideration for the assignment set forth in Section 1, Assignee shall pay Assignor in accordance with the terms outlined in the Asset Purchase Agreement entered into between the parties on June 21, 2019, the receipt and sufficiency of which is hereby acknowledged.
4. Representations and Warranties. Assignor represents and warrants to Assignee:
 - a. Assignor has the right, power and authority to enter into this Agreement;
 - b. Assignor is the exclusive owner of all right, title, and interest, including all intellectual property rights, in the Assets;
 - c. The Assets are free of any liens, security interests, encumbrances and licenses;

- d. The Assets do not infringe the rights of any third-party invention, idea, concept, and/or process;
 - e. There are no claims, pending or threatened, with respect to Assignor's rights in the Assets;
 - f. This Agreement is valid, binding, and enforceable in accordance with its terms; and
 - g. Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
5. Amendment. No amendment or modification of this Agreement shall be valid or binding upon any party unless made in writing and signed by each party or their duly authorized executors, assigns, successors or representatives. The waiver by any party of the breach of any provision of this Agreement by another party shall not be construed as a waiver of any subsequent breach.
6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement shall remain in full force and effect.
7. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida. The parties agree that in the event of any dispute regarding this Assignment, or its enforcement or interpretation, jurisdiction and venue shall be exclusively in the appropriate state and federal courts of the State of Florida.
8. Entire Agreement. This Agreement and the Asset Purchase Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations, or warranties between them respecting the subject matter hereof.

THE REMAINDER OF THIS PAGE IS PURPOSEFULLY LEFT BLANK

Signed on this 28 day of JUNE, 2019.

Paul N. Gardner Company, Inc. ("Assignor")

By: [Signature]

Its: President

State of FL)

County of BERNARD)

Before me personally appeared said PAUL N. GARDNER JR
and acknowledged the foregoing instrument to be his/her free act and deed this 28 day
of JUNE, 2019.

Seal (Notary Public)
[Signature]



Signed on this _____ day of _____, 2019.

BYK USA Inc. ("Assignee")

By _____

Its: _____

State of _____)

County of _____)

Before me personally appeared said _____
and acknowledged the foregoing instrument to be his/her free act and deed this _____ day
of _____, 2019.

Seal (Notary Public)

Signed on this _____ day of _____, 2019.

Paul N. Gardner Company, Inc. ("Assignor")

By: _____

Its: _____

State of _____)

County of _____)

Before me personally appeared said _____
and acknowledged the foregoing instrument to be his/her free act and deed this _____ day
of _____, 2019.

Seal (Notary Public)

Signed on this 25th day of June, 2019.

BYK USA Inc. ("Assignee")

By Alison J. Avery

Its: PRESIDENT

State of CT)

County of New Haven)

Before me personally appeared said Alison J. Avery
and acknowledged the foregoing instrument to be his/her free act and deed this 25th day
of June, 2019.

Seal (Notary Public)

Claire Wong-Ostapowicz
CLAIRE WONG-OSTAPOWICZ
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2020