

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM536943

<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>
Watermark Designs Holdings, Ltd.		08/02/2019	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Watermark Designs, LLC		
<b>Street Address:</b>	350 DeWitt Avenue		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11207		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87899353	ANIKA	
<b>Serial Number:</b>	87899350	BLUE	
<b>Serial Number:</b>	87899334	ELAN VITAL	
<b>Serial Number:</b>	87899340	H-LINE	
<b>Serial Number:</b>	87899344	SENSE	
<b>Serial Number:</b>	87899347	SUTTON	
<b>Serial Number:</b>	87899354	HALEY	
<b>Serial Number:</b>	87899357	TITANIUM	
<b>Serial Number:</b>	87899337	ELEMENTS	
<b>Serial Number:</b>	87899362	WATERMARK BKLYN NEW YORK 1976	
<b>Serial Number:</b>	87899326	WATERMARK DESIGNS	
<b>Serial Number:</b>	87899329	BROOKLYN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125585700		
<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>	3125585600		
<b>Email:</b>	mparnaby@winston.com		
<b>Correspondent Name:</b>	Mary Katherine Kulback, Winston & Strawn		

CH \$315.00 87899353

**Address Line 1:** 35 W. Wacker Drive  
**Address Line 4:** Chicago, ILLINOIS 60601

**NAME OF SUBMITTER:** Mary Katherine Kulback

**SIGNATURE:** /Mary Katherine Kulback/

**DATE SIGNED:** 08/14/2019

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made as of August 2, 2019, by and between Watermark Designs Holdings, Ltd., a New York corporation ("Assignor") and Watermark Designs, LLC, a New York limited liability company ("Assignee").

A. Assignor is the record owner of the trademarks and trademark applications and registrations listed in Exhibit A attached hereto; and

B. Assignee wishes to purchase, and Assignor is willing to sell, assign, convey and transfer to Assignee, all of Assignor's right, title and interest in and to each such trademark, trademark application and registration listed in Exhibit A, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the "Marks"), on the following terms and conditions.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, all of Assignor's worldwide right, title and interest in and to the Marks, the ongoing and existing business of Assignor to which the Marks pertain, the goodwill of the business symbolized by the Marks, and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all common law rights in the Marks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of the Marks prior to, on, or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee's own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Further Assurances. Assignor will promptly communicate to the Assignee, its successors, legal representatives and assigns, any facts known to it respecting the Marks, testify in any legal proceeding relating to the Marks, execute or cause its current or former employees or contractors to execute, as applicable, all applications and any additional assignment or other documents, sign all lawful papers, make all rightful oaths, and generally do everything reasonably possible to aid the Assignee or its successors, legal representatives and assigns, to

obtain and enforce proper protection for the Marks in all countries and to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives. The cost of recording and registering ownership rights in the Marks shall be borne solely by Assignee, its successors and assigns.

4. Miscellaneous. This Assignment and the exhibits hereto constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede any and all written or oral, prior or contemporaneous understandings and agreements. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the State of Delaware, without regard to its conflicts of law principles.

[SIGNATURE PAGE FOLLOWS]



**EXHIBIT A**  
**MARKS**

Trademark Applications and Registrations:

<b>Trademark</b>	<b>Reg. No. App. No.</b>	<b>Status</b>	<b>Goods/Services</b>
ANIKA	N/A 87899353	Pending	(Int'l Class: 11) plumbing fixtures, namely,. kitchen faucets, lavatory faucets, showers, shower systems, shower drains, tub sets; bath accessories, namely, towel bars, console legs, cabinet knobs, cabinet hardware, grab bars, shower door pulls
BLUE	N/A 87899350	Pending	(Int'l Class: 11) plumbing fixtures, namely, kitchen faucets, lavatory faucets, showers, shower systems, shower drains, tub sets; bath accessories, namely, towel bars, console legs, cabinet knobs, cabinet hardware, grab bars, shower door pulls
ELAN VITAL	N/A 87899334	Pending	(Int'l Class: 11) plumbing fixtures, namely, kitchen faucets, lavatory faucets, showers, shower systems, shower drains, tub sets; bath accessories, namely, towel bars, console legs, cabinet knobs, cabinet hardware, grab bars, shower door pulls
H-LINE	N/A 87899340	Pending	(Int'l Class: 11) plumbing fixtures, namely, kitchen faucets, lavatory faucets, showers, shower systems, shower drains, tub sets; bath accessories, namely, towel bars, console legs, cabinet knobs, cabinet hardware, grab bars, shower door pulls
SENSE	N/A 87899344	Pending	(Int'l Class: 11) plumbing fixtures, namely, kitchen faucets, lavatory faucets, showers, shower systems, shower drains, tub sets; bath accessories, namely, towel bars, console legs, cabinet knobs, cabinet hardware, grab bars, shower door pulls
SUTTON	N/A 87899347	Pending	(Int'l Class: 11) plumbing fixtures, namely, kitchen faucets, lavatory faucets, showers, shower systems, shower drains, tub sets; bath accessories, namely, towel bars, console legs, cabinet knobs, cabinet hardware, grab bars, shower door pulls
HALEY	N/A 87899354	Pending	(Int'l Class: 11) plumbing fixtures, namely, kitchen faucets, lavatory faucets, showers, shower systems, shower drains, tub

Trademark	Reg. No. App. No.	Status	Goods/Services
			sets; bath accessories, namely, towel bars, console legs, cabinet knobs, cabinet hardware, grab bars, shower door pulls
TITANIUM	N/A 87899357	Pending	(Int'l Class: 11) plumbing fixtures, namely, kitchen faucets, lavatory faucets, showers, shower systems, shower drains, tub sets; bath accessories, namely, towel bars, console legs, cabinet knobs, cabinet hardware, grab bars, shower door pulls
ELEMENTS	N/A 87899337	Pending	(Int'l Class: 11) plumbing fixtures, namely, kitchen faucets, lavatory faucets, showers, shower systems, shower drains, tub sets; bath accessories, namely, towel bars, console legs, cabinet knobs, cabinet hardware, grab bars, shower door pulls
WATERMARK BKLYN NEW YORK 1976 and Design 	N/A 87899362	Pending	(Int'l Class: 11) plumbing fixtures, namely, kitchen faucets, lavatory faucets, showers, shower systems, shower drains, tub sets; bath accessories, namely, towel bars, console legs, cabinet knobs, cabinet hardware, grab bars, shower door pulls
WATERMARK DESIGNS	N/A 87899326	Pending	(Int'l Class: 11) plumbing fixtures, namely, kitchen faucets, lavatory faucets, showers, shower systems, shower drains, tub sets; bath accessories, namely, towel bars, console legs, cabinet knobs, cabinet hardware, grab bars, shower door pulls
BROOKLYN	N/A 87899329	Pending	(Int'l Class: 11) plumbing fixtures, namely, kitchen faucets, lavatory faucets, showers, shower systems, shower drains, tub sets; bath accessories, namely, towel bars, console legs, cabinet knobs, cabinet hardware, grab bars, shower door pulls

Common Law Trademarks:

- WATERMARK
- WATERMARK DESIGNS
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