

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM537155

<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>
DORN COLOR, INC.		08/15/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DORN COLOR LLC		
<b>Street Address:</b>	11555 Berea Road		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44102		
<b>Entity Type:</b>	Limited Liability Company: OHIO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3778625	WE DO WEIRD	
<b>Registration Number:</b>	3671543	SAMPLES THAT SELL!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5138427028		
<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>	513693-4869		
<b>Email:</b>	asimon@calfee.com		
<b>Correspondent Name:</b>	ANDREW M. SIMON		
<b>Address Line 1:</b>	C/O CALFEE, HALTER & GRISWOLD LLP		
<b>Address Line 2:</b>	255 EAST FIFTH STREET, STE. 2800		
<b>Address Line 4:</b>	CINCINNATI, OHIO 45202		
<b>NAME OF SUBMITTER:</b>	Mark R. Hull		
<b>SIGNATURE:</b>	/Mark R. Hull/		
<b>DATE SIGNED:</b>	08/19/2019		
<b>Total Attachments: 5</b>			
source=Dorn_Color_Inc_Assignment_37832_04004_executed_08_15_2019#page1.tif			
source=Dorn_Color_Inc_Assignment_37832_04004_executed_08_15_2019#page2.tif			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment"), dated as of August 15, 2019, is by and between Dorn Color, Inc. an Ohio corporation ("Assignor"), and Dorn Color LLC, an Ohio limited liability company ("Assignee"). Assignor and Assignee are parties to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of even date herewith, pursuant to which Assignee agreed to purchase substantially all of the assets of Assignor. All capitalized terms not otherwise defined in this IP Assignment will have their respective meanings set forth in the Purchase Agreement.

### RECITALS

WHEREAS, pursuant to the Purchase Agreement, and in connection with the consummation of the transactions contemplated thereby, Assignor desires to assign, transfer, and deliver to Assignee, and Assignee desires to accept from Assignor, the transfer and assignment of all of Assignor's right, title and interest in and to the Intellectual Property Rights, including, without limitation, those set forth on Exhibit A attached hereto (the "IP Rights"), subject to the terms and conditions set forth in the Purchase Agreement and in this IP Assignment.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT

1. Assignment. Assignor hereby irrevocably assigns, transfers, and delivers to Assignee and its successors and assigns forever, without any restrictions, limitations or reservations, all of Assignor's right, title, and interest in, to and under the IP Rights, as fully and entirely as such IP Rights would have been held and enjoyed by Assignor had this IP Assignment not been made, including, without limitation, (a) any and all rights of priority thereto and renewals thereof, as may now or hereafter be granted to it by law, (b) all goodwill associated therewith, (c) all income, royalties, or payments now or hereafter due or payable with respect thereto, and (d) any and all rights corresponding thereto throughout the world, including rights, interests, claims, and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements of the IP Rights, including the right to compromise, sue for, and collect such profits and damages, and Assignee does hereby accept assignment of the IP Rights from Assignor.

2. Terms of IP Assignment. Assignor and Assignee hereby acknowledge and agree that this IP Assignment is being entered into pursuant to the terms and subject to the conditions set forth in the Purchase Agreement, and acknowledge and agree further that this IP Assignment shall not impair or diminish any of the rights or obligations of the parties thereto, as set forth therein. In the event of any conflict between the terms of the Purchase Agreement and the terms of this IP Assignment, the terms of the Purchase Agreement shall govern and control.

3. Recordation. Assignee shall have the right to record this IP Assignment with any applicable governmental authority (including, without limitation, the U.S. Patent and Trademark Office) so as to perfect its ownership of the IP Rights.

4. Further Assurances. Assignor covenants and agrees to execute and to deliver such further instruments of transfer and assignment and to take such other action as Assignee may reasonably request from time to time to more effectively consummate the transfers and assignments contemplated by this IP

Assignment, and to take such other action as the Assignee may reasonably request of Assignor from time to time to perfect or record the right or title of Assignee to the IP Rights.

5. Governing Law. This IP Assignment shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to the principles of conflicts of law thereof.

6. Binding Effect. This IP Assignment shall be binding upon and shall inure to the benefit of Assignee, Assignor, and each of their respective successors and assigns.

7. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or signed documents delivered by email or other electronic means shall be deemed to be original signed documents for all purposes hereunder.

[Signature Page Follows.]

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Intellectual Property Assignment Agreement as of the date and year first above written.

ASSIGNOR:

DORN COLOR, INC.

By:   
Name: Hall S. Dillon II  
Title: Chief Executive Officer

ASSIGNEE:

DORN COLOR LLC

By: \_\_\_\_\_  
Name: Todd S. McCuaig  
Title: President

[Signature Page to IP Assignment Agreement]

TRADEMARK  
REEL: 006723 FRAME: 0592

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Intellectual Property Assignment Agreement as of the date and year first above written.

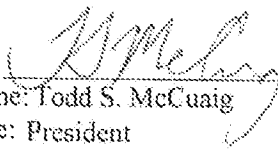
ASSIGNOR:

**DORN COLOR, INC.**

By: \_\_\_\_\_  
Name: Hall S. Dillon II  
Title: Chief Executive Officer

ASSIGNEE:

**DORN COLOR LLC**

By:  \_\_\_\_\_  
Name: Todd S. McCuaig  
Title: President

[Signature Page to IP Assignment Agreement]

Exhibit A  
to IP Assignment Agreement

*Registered/Pending Patents:*

Country	Title	Patent No./ App. No.	Issue Date/ Filing Date	Owner	Status
U.S.	Color, Sheen and/or Finish Selector for Coatings and Other Characteristics of Surfaces	7,967,607 12/290,468	6/28/2011 10/31/2008	Dorn Color, Inc.	Active Next Maintenance Fee due 6/28/2023

*Registered/Pending Trademarks:*

Trademark	Country	App. No.	Filing Date	Reg. No.	Issue Date	Registrant	Status Next Renewal
WE DO WEIRD	U.S.	77/368,627	1/10/2008	3,778,625	4/10/2010	Dorn Color, Inc.	Registered Next renewal: 4/20/2020
SAMPLES THAT SELL!	U.S.	77/368,721	1/10/2008	3,671,543	8/25/2009	Dorn Color, Inc.	Registered  Next renewal: 8/25/2019

*Domain Names:*

Domain Name	Registrant	Registrar	Renewal Date
dorncolor.com	Dorn Color, Inc.	Network Solutions	1/5/2020
dorncolor.info	Dorn Color, Inc	Network Solutions	12/22/2019
dorncolor.net	Dorn Color, Inc	Network Solutions	5/8/2023