

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555376

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C&E Holding Company		12/31/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Stens Specialty Brands, LLC		
Street Address:	655 W. Ryan Street		
City:	Brillion		
State/Country:	WISCONSIN		
Postal Code:	54110		
Entity Type:	Limited Liability Company: WISCONSIN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2996661		
Registration Number:	2729456	HOT CAMS	
Registration Number:	2295221		
Registration Number:	1879113	HOT RODS	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216-586-3939		
Email:	trgoots@jonesday.com		
Correspondent Name:	Thomas R. Goots		
Address Line 1:	901 Lakeside Avenue		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Melanie H. Misitigh		
SIGNATURE:	/Melanie H. Misitigh/		
DATE SIGNED:	12/31/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Assignment**”), dated as of December 26, 2019, is entered into by and between C&E Holding Company, a Delaware corporation (“**Assignor**”), and Stens Specialty Brands, LLC, a Wisconsin limited liability company (“**Assignee**”).

WHEREAS, Assignor is the owner of all rights, title and interest in and to the trademarks identified on the attached Exhibit A, the United States trademark applications and/or registrations therefor, together with all common law rights and the goodwill of the business associated therewith (the “**Marks**”), and has agreed to transfer to Assignee all right, title and interest in and to the Marks; and

WHEREAS, Assignee is desirous of acquiring all of Assignor’s rights, title and interest in and to the Marks and in and to the United States trademark applications and/or registrations therefor, together with the goodwill of the business associated therewith.

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

1. Assignment of Marks. Assignor hereby irrevocably contributes, transfers, assigns, conveys and delivers unto Assignee, its successors and assigns, without reservation of any rights, title or interest, all rights, title, and interest in and to the Marks, any and all applications and registrations therefor, including, without limitation, the applications and registrations identified on the attached Exhibit A, together with that part of the goodwill of the business associated with the use of and symbolized by the Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns, and subsidiaries, as fully and entirely as said rights, title and interest would have been held and enjoyed by Assignor if this sale, assignment, and transfer had not been made, including, without limitation, all common-law rights of Assignor in and/or to the Marks and Assignor’s right to sue for all claims, demands and/or causes of action, both at law and in equity for past, current or future claims, demands and/or causes of action, that Assignor may have on account of any infringement, claim of unfair competition, likelihood of confusion or dilution of the Marks or any other claim or cause of action related to any of the Marks prior to and following the effective date of this Assignment. Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office to transfer all registrations and pending applications for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Assignment. Assignor further agrees, upon reasonable request and without further compensation, that Assignor and its legal representatives and assigns will do all lawful acts, including, without limitation, the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for the Marks, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to the Marks and any registrations issued for the Marks. The assignment granted herein has hereto been granted in accordance with the terms of a separate merger agreement between the parties and is expressly subject to the terms thereof.

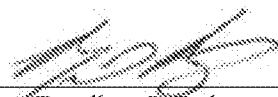
2. Counterparts. This Assignment may be signed in separate counterparts, which together shall constitute one agreement. If this Assignment is signed in separate counterparts, no party hereto shall be bound until both parties hereto have duly executed, or caused to be duly executed, a counterpart of this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and such Assignment is effective as of the date first set forth above.

ASSIGNOR:

C&E HOLDING COMPANY

By: 
Name: Bradley J. Roberts
Title: Vice President and Secretary

ASSIGNEE:

STENS SPECIALTY BRANDS, LLC

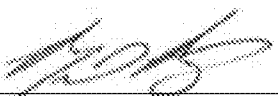
By: 
Name: Bradley J. Roberts
Title: Vice President and Secretary

EXHIBIT A



MARK	APPLICATION NO.	FILED	REGISTRATION NO.	REGN DATE
Tree in Circle Design 	76588639	4/26/04	2996661	9/20/05
HOT CAMS	75680073	4/30/99	2729456	6/24/03
Miscellaneous Design 	75446237	3/6/98	2295221	11/30/99
HOT RODS	74395208	5/27/93	1879113	2/14/95

Exhibit A