

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM568287

<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>
It's Academic of Illinois, Inc.		12/06/2019	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Amax, Inc.		
<b>Street Address:</b>	50 Romano Vineyard Way		
<b>City:</b>	North Kingstown		
<b>State/Country:</b>	RHODE ISLAND		
<b>Postal Code:</b>	02852		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1291091	LOCKER MATE	
<b>Registration Number:</b>	2104052	IT'S ACADEMIC	
<b>Registration Number:</b>	2458572	FLEXI RULER	
<b>Registration Number:</b>	2617391	IA	
<b>Registration Number:</b>	2623941	IT'S ACADEMIC	
<b>Registration Number:</b>	2665849	LOCKER KIT	
<b>Registration Number:</b>	2674263	LOCKER FRIENDS	
<b>Registration Number:</b>	2988561		
<b>Registration Number:</b>	3006900	THE ULTIMATE	
<b>Registration Number:</b>	3205504	LOCKERMATE	
<b>Registration Number:</b>	3591655	ULTIMATE	
<b>Registration Number:</b>	4238883	PILLOW GRIPS	
<b>Registration Number:</b>	5388031	FLEXI STORAGE	
<b>Registration Number:</b>	5424482	WRITTEN WORD PENCIL CO.	
<b>Registration Number:</b>	5642395	ADJUST-A-SHELF	
<b>Registration Number:</b>	5642397	STAC-A-SHELF	
<b>Registration Number:</b>	4384696	RE: WRITES	
<b>Registration Number:</b>	3669709	SPROWTS	
<b>Registration Number:</b>	1946134		

CH \$490.00 1291091

**CORRESPONDENCE DATA****Fax Number:** 3129774405

*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.*

**Phone:** 312 977 4400**Email:** chitm@nixonpeabody.com**Correspondent Name:** Janet M. Garetto of Nixon Peabody LLP**Address Line 1:** 70 W. Madison Street, 35th Floor**Address Line 4:** CHICAGO, ILLINOIS 60602

<b>NAME OF SUBMITTER:</b>	Janet M. Garetto
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<b>SIGNATURE:</b>	/Janet M. Garetto/
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<b>DATE SIGNED:</b>	03/22/2020
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**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this “**Trademark Assignment**”) is made as of this 6<sup>th</sup> day of December, 2019, by and between It’s Academic of Illinois, Inc., an Illinois corporation, having its principal place of business at 728 Anthony Trail, Northbrook, Illinois 60062 (“**Assignor**”), and Amax, Inc., a Delaware corporation, having its principal place of business at 50 Romano Vineyard Way, North Kingstown, Rhode Island 02852 (together with its successors and assigns) (“**Assignee**”).

**WHEREAS**, Assignor has adopted, owns, and is using the trademarks set forth on Schedule A (attached hereto and incorporated herein by reference) for which Assignor owns the trademark registrations and all common law rights and the goodwill associated therewith (the “**Marks**”); and

**WHEREAS**, pursuant to that certain Asset Purchase Agreement among Assignee and Assignor, Bruce Shapiro, David Shapiro, Josh Shapiro, and Tracy Hoyt, dated as of December 6, 2019, (the “**Purchase Agreement**”), Assignor has agreed to assign to Assignee all of the rights, title, and interests of Assignor in and to the Marks, and Assignee has agreed to accept said assignment.

**NOW, THEREFORE**, pursuant to the Purchase Agreement and in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

**1. Defined Terms.** All capitalized terms used and not otherwise defined in this Trademark Assignment (including the Schedule attached hereto) shall have the same meanings as set forth in the Purchase Agreement.

**2. Assignment.** For the good and valuable consideration recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee, its successors and assigns, and Assignee, as the successor to the portion of the ongoing and existing business to which the Marks pertains, hereby accepts from Assignor, all of the rights, title, and interests of Assignor in and to the Marks, together with the goodwill of the business symbolized by the Marks, with the right to recover for damages and profits and all other remedies for past infringements thereof, including without limitation, the following:

- a. The Marks and all issuances, pending applications, extensions, and renewals thereof;
- b. All rights of any kind whatsoever accruing under or relating to the Marks provided by applicable law, by international treaties, and conventions and otherwise, including common law rights; and
- c. Any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Marks.

3. **Further Assurances.** Assignor agrees to, at Assignee's expense, perform any further acts and to execute and provide to Assignee all other documents that may be necessary to effect the assignment of the Marks to Assignee after Assignee's request therefor and to assist Assignee in any manner reasonably necessary and requested by Assignee in connection with the assignment, prosecution, enforcement, and maintenance of the Marks.

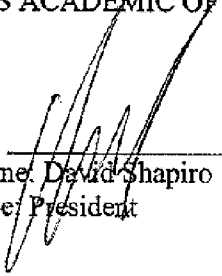
4. **No Waiver or Modification; Subject to Purchase Agreement.** Nothing contained in this Trademark Assignment shall be construed as a waiver of or limitation upon any of the rights or remedies of the parties hereto as set forth in, or arising in connection with, the Purchase Agreement, or any instrument or document delivered by the parties hereto pursuant to the Purchase Agreement. This Trademark Assignment is not intended to create any broader obligations of the parties hereto, other than those contemplated in the Purchase Agreement, and in the event of any ambiguity, inconsistency, or conflict between the terms hereof and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control. Neither this Trademark Assignment nor any term hereof may be changed, waived, discharged, or terminated other than by an instrument in writing signed by Assignor and Assignee. Assignor and Assignee covenant and agree that the representations, warranties, covenants, and agreements of the parties contained in the Purchase Agreement shall not merge into or with this Trademark Assignment, but shall survive this Trademark Assignment and become a part hereof and shall continue in full force and effect for the period specified in the Purchase Agreement as though set forth herein at length.

5. **General Provisions.** Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interest in assignee, its successors, assigns, and legal representatives. This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed an original. This Trademark Assignment and any counterpart so executed shall be deemed to be one and the same instrument.

[Signature Page Follows]

**ASSIGNOR:**

IT'S ACADEMIC OF ILLINOIS, INC.

By:  \_\_\_\_\_  
Name: David Shapiro  
Title: President

**ASSIGNEE:**

AMAX, INC.

By: \_\_\_\_\_  
Name: Gary Blanchette  
Title: President

[Signature page to Trademark Assignment]

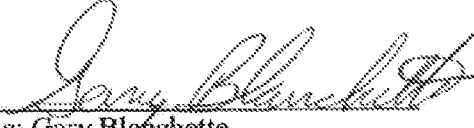
**ASSIGNOR:**

IT'S ACADEMIC OF ILLINOIS, INC.

By: \_\_\_\_\_  
Name: David Shapiro  
Title: President

**ASSIGNEE:**

AMAX, INC.

By:  \_\_\_\_\_  
Name: Gary Blanchette  
Title: President

**SCHEDULE A**

Trademark	Country	Serial No./Filing Date	Registration No./Registration Date
	United States	73438971 August 12, 1983	1,291,091 August 21, 1984
IT'S ACADEMIC	United States	75033144 December 15, 1995	2,104,052 October 7, 1997
FLEXI RULER	United States	75838436 November 2, 1999	2,458,572 June 5, 2001
	United States	76231972 March 28, 2001	2,617,391 September 10, 2002
IT'S ACADEMIC	United States	76232186 March 28, 2001	2,623,941 September 24, 2002
LOCKER KIT	United States	76304497 August 27, 2001	2,665,849 December 24, 2002
LOCKER FRIENDS	United States	76304399 August 27, 2001	2,674,263 January 14, 2003
	United States	76568062 December 22, 2003	2,988,561 August 30, 2005
THE ULTIMATE	United States	76518949 June 2, 2003	3,006,900 October 18, 2005
LOCKERMATE	United States	78790428 January 12, 2006	3,205,504 February 6, 2007
ULTIMATE	United States	76667015 October 2, 2006	3,591,655 March 17, 2009
PILLOW GRIPS	United States	85405643 August 24, 2011	4,238,883 November 6, 2012
FLEXI STORAGE	United States	87259140 December 6, 2016	5,388,031 January 23, 2018
WRITTEN WORD PENCIL CO.	United States	87259104 December 6, 2016	5,424,482 March 13, 2018
ADJUST-A-SHELF	United States	87917419 May 11, 2018	5,642,395 January 1, 2019
STAC-A-SHELF	United States	87917452 May 11, 2018	5,642,397 January 1, 2019
RE:WRITES	United States	85460223 October 31, 2011	4,384,696 August 13, 2013
SPROWTS	United States	76689526 May 9, 2008	3,669,709 August 18, 2009
	United States	74513883 April 18, 1994	1,946,134 January 2, 1996