

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM579266

<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>
SATA Tool (Shanghai) Ltd.		05/26/2020	Limited Liability Company: CHINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Apex Brands, Inc.		
<b>Street Address:</b>	1000 Lufkin Road		
<b>City:</b>	Apex		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27539		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6016366	SATA	
<b>Registration Number:</b>	5987603	SATA	
<b>Registration Number:</b>	5718744	SATA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	6022625311		
<b>Email:</b>	pto@lrrc.com		
<b>Correspondent Name:</b>	David A. Jackson		
<b>Address Line 1:</b>	201 East Washington St., Ste. 1200		
<b>Address Line 2:</b>	Lewis Roca Rothgerber Christie		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004		
<b>NAME OF SUBMITTER:</b>	David A. Jackson		
<b>SIGNATURE:</b>	/David A. Jackson/		
<b>DATE SIGNED:</b>	06/02/2020		
<b>Total Attachments: 2</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is by and between Apex Brands, Inc. ("ABI"), a Delaware corporation with its principal place of business at 1000 Lufkin Road, Apex, North Carolina 27539 and SATA Tool (Shanghai) Ltd., a Chinese limited liability company with its principal place of business at Part 508, 5<sup>th</sup> Flr., 3<sup>rd</sup> Bldg. No 399, Fute North Road (Shanghai) Pilot Free Trade Zone, China 200131 ("STS"). ABI and STS may collectively be referred to as the Parties. This Agreement shall commence on the date of the last signature below.

WHEREAS STS owns United States trademark registrations and a Canadian trademark application for the SATA trademark, the details of which are set forth in Exhibit A (collectively herein the "Trademarks");

AND WHEREAS STS has agreed to assign the Trademarks and all goodwill associated with the Trademarks to ABI for good and valuable consideration;

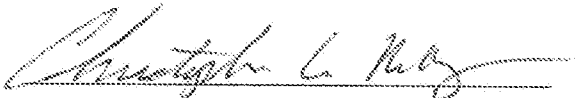
NOW, THEREFORE, in consideration of the promises and covenant hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms of assignment of the Trademarks as set forth below:

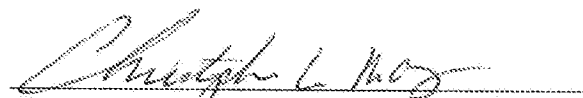
1. STS agrees to and hereby assigns to ABI all right, title and interest in the Trademarks, together with any goodwill associated with the Trademarks. STS also hereby assigns to ABI all causes of action arising out of or related to past, present or future infringement or misappropriation of the Trademarks and related remedies, including, without limitation, the right to sue for past, present or future infringement, misappropriation, or violation of rights related to the Trademarks and collect damages therefor.

IN WITNESS WHEREOF and intended to be legally bound by, the Parties have hereunder set their hands, the day and year written below.

APEX BRANDS, INC.

SATA TOOL (SHANGHAI) LTD.

  
Name: Christopher W. McAvoy  
Title: President  
Date: 5/26/2020

  
Name: Christopher W. McAvoy  
Title: Chief IP Counsel  
Date: 5/26/2020

# EXHIBIT A

Country	App. No.	App. Date.	Reg. No.	Reg. Date	Class(es)
United States	88233620	Dec. 18, 2018	6016366	Mar. 24, 2020	6
United States	88233623	Dec. 18, 2018	5987603	Feb. 18, 2020	9
United States	87218366	Oct. 27, 2016	5718744	Apr. 9, 2019	8
Canada	1806701	Oct. 27, 2016	Pending	Pending	6, 8, 9, 11, 37

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