

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585433

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sympoz LLC		07/01/2020	Limited Liability Company: VIRGINIA

RECEIVING PARTY DATA

Name:	TNM AcquisitionCo, LLC
Street Address:	1903 Wayzata Boulevard East
City:	Wayzata
State/Country:	MINNESOTA
Postal Code:	55391
Entity Type:	Limited Liability Company: MASSACHUSETTS

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Serial Number:	88002024	BLUPRINT
Serial Number:	88001397	BLUPRINT
Serial Number:	88002607	BLUPRINT
Serial Number:	88002582	BLUPRINT
Serial Number:	88691063	BOUNDLESS
Serial Number:	86649299	BOUNDLESS FABRICS
Serial Number:	86906879	COLONIAL MANOR
Serial Number:	86649311	CLOUDBORN FIBERS
Serial Number:	85718441	CRAFTSY
Serial Number:	87634064	CRAFTSY
Serial Number:	87006664	CRAFTSY
Serial Number:	87006652	CRAFTSY
Serial Number:	87634072	CRAFTSY
Serial Number:	87625051	DOODLE WARS
Serial Number:	87625035	DOODLE WARS
Serial Number:	87625047	DOODLE WARS
Serial Number:	87625056	DOODLE WARS
Serial Number:	87625057	DOODLE WARS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87658307	EXPAND-A-QUILT
Serial Number:	87658305	EXPAND-A-QUILT
Serial Number:	87031842	LEARN IT. MAKE IT. LOVE IT.
Serial Number:	87033685	LIFE IN THE MAKING
Serial Number:	87109999	LILY & LOOM
Serial Number:	87149456	MAN ABOUT CAKE
Serial Number:	87150978	MASTERING IN MINUTES
Serial Number:	87370499	MIDNIGHT QUILT SHOW
Serial Number:	88001125	MYBLUPRINT
Serial Number:	88001387	MYBLUPRINT
Serial Number:	88001391	MYBLUPRINT
Serial Number:	88001390	MYBLUPRINT
Serial Number:	87370551	OFF OUR NEEDLES
Serial Number:	87776938	SILVERLITE
Serial Number:	86777059	SPRIGHTLY YARNS

CORRESPONDENCE DATA

Fax Number: 6172484000

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: 617-248-5000

Email: tmadmin@choate.com

Correspondent Name: Daniel L. Scales

Address Line 1: Two International Place

Address Line 2: Choate, Hall & Stewart, LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2013640-0002
NAME OF SUBMITTER:	Daniel L. Scales
SIGNATURE:	/daniel l. scales/
DATE SIGNED:	07/08/2020

Total Attachments: 8

- source=Boulder - Trademark Assignment Agreement Executed#page1.tif
- source=Boulder - Trademark Assignment Agreement Executed#page2.tif
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”), effective as of July 1, 2020 (the “**Effective Date**”), is between TNM AcquisitionCo, LLC, a Massachusetts limited liability company (hereinafter referred to as “**Assignee**”), and Sympoz LLC, a Virginia limited liability company (hereinafter referred to as “**Assignor**”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of July 1, 2020 (as amended, restated or otherwise modified, the “**Purchase Agreement**”);

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to sell, convey, transfer, assign and deliver to Assignee, and Assignee agreed to accept, all of Assignor’s right, title and interest in, to and under the Assets (as defined in the Purchase Agreement), including, without limitation, all right title and interest in, to and under the trademarks, service marks and trade names and the applications and registrations therefor listed on the attached Schedule A, together with the goodwill of the Assets symbolized thereby (the “**Assigned Trademarks**”); and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignee desires to acquire the Assigned Trademarks, and Assignor desires to assign the Assigned Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound hereby, each party hereto hereby agrees as follows:

1. Assignor hereby unconditionally and irrevocably sells, conveys, transfers, assigns and delivers to Assignee all its right, title and interest in, to and under the Assigned Trademarks, together with all intellectual property, trademarks, and goodwill associated therewith, including, without limitation, all rights in and to (a) all rights of any kind whatsoever of Assignor accruing under the Assigned Trademarks provided by the applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, (b) all income, royalties, damages, payments and other proceeds now or hereafter due or payable with respect thereto, (c) any and all claims and causes of action, whether accruing before, on and/or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, with respect to any of the foregoing.
2. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.
3. Assignor hereby authorizes and requests the U.S. Commissioner of Patents and Trademarks and/or the applicable foreign authorities to record the assignments evidenced by this Assignment. Assignor shall take such steps and actions following the Effective Date, including the execution of any documents, files, registrations, or other similar items, to

ensure that each of the Assigned Trademarks is properly assigned to Assignee, or any assignee or successor thereto.

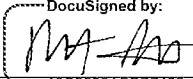
4. Upon reasonable request by Assignee, Assignor shall execute additional documents and take other actions as may be necessary or desirable to record or memorialize the assignments of the Assigned Trademarks set forth herein, and to vest in Assignee such right, title, and interest in, to and under the Assigned Trademarks as sold, conveyed, transferred, assigned and delivered to Assignee hereunder; provided, that Assignee shall bear any fees in connection with or otherwise relating to the filing of this Assignment with the U.S. Patent and Trademark Office.
5. Nothing contained in this Assignment supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of Assignor or Assignee under the Purchase Agreement, which is hereby incorporated by reference. In the event of any conflict between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall control.
6. This Assignment shall be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of each state.
7. No waiver, modification or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.
8. This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

ASSIGNOR:

Sympoz LLC

BY: 
DocuSigned by:
10C9693AFCB7495
NAME: Robert Eatroff
TITLE: Executive Vice President - Global
Corporate Development and Strategy

ASSIGNEE:

TNM AcquisitionCo, LLC

BY: _____
NAME:
TITLE:

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

ASSIGNOR:

Sympoz LLC

BY: _____

NAME: Robert Eatroff

TITLE: Executive Vice President - Global
Corporate Development and Strategy

ASSIGNEE:

TNM AcquisitionCo, LLC

BY: Cal Franklin _____

NAME: Cal Franklin

TITLE: President

Schedule A

Assigned Trademarks

Mark Name	Country	Classes	Status	Application Number	Filed Date	Registration Date	Registration Number
BLUPRINT	Australia	9,41	Pending	1975508	2018-12-14		
BLUPRINT	Brazil	41	Pending	916448835	2018-12-17		
BLUPRINT	Brazil	9	Pending	916500403	2018-12-27		
BLUPRINT	Canada	9,16,35,38,41	Pending	1936247	2018-12-14		
BLUPRINT	China	9	[]	35305755	2018-12-14		
BLUPRINT	China	41	Registered	35305756	2018-12-14	2019-11-21	35305756
BLUPRINT	European Union	9,16,35,38,41	Suspended	018005984	2019-01-04		
BLUPRINT	India	9	[]	4157442	2019-04-25		
BLUPRINT	India	41	Pending	4157443	2019-04-25		
BLUPRINT	Indonesia	41	Pending	J002018065766	2018-12-14		

Mark Name	Country	Classes	Status	Application Number	Filed Date	Registration Date	Registration Number
BLUPRINT	Mexico	9	Registered	2144897	2018-12-17	2019-03-20	1980718
BLUPRINT	Turkey	9,41	Registered	201901137	2019-01-07	2019-05-02	201901137
BLUPRINT	United States of America	35	Pending	88002024	2018-06-15		
BLUPRINT	United States of America	9	Pending	88001397	2018-06-14		
BLUPRINT	United States of America	41	Pending	88002607	2018-06-15		
BLUPRINT	United States of America	38	Pending	88002582	2018-06-15		
BOUNDLESS	United States of America	23	Pending	88691063	2019-11-13		
BOUNDLESS FABRICS	United States of America	24	Registered	86649299	2015-06-02	2016-05-10	4957368
COLONIAL MANOR	United States of America	24	Registered	86906879	2016-02-12	2017-04-18	5187835
CLOUDBORN FIBERS	United States of America	23	Registered	86649311	2015-06-02	2016-05-10	4957369
CRAFTSY	United States of America	41	Registered	85718441	2012-08-31	2013-04-23	4324203
CRAFTSY	United States of America	9	Registered	87634064	2017-10-04	2018-06-26	5501235

Mark Name	Country	Classes	Status	Application Number	Filed Date	Registration Date	Registration Number
CRAFTSY & Design	United States of America	41	Registered	87006664	2016-04-19	2017-05-23	5210722
CRAFTSY (Stylized)	United States of America	41	Registered	87006652	2016-04-19	2017-05-23	5210721
CRAFTSY (Stylized)	United States of America	9	Registered	87634072	2017-10-04	2018-06-26	5501236
DOODLE WARS	United States of America	18	Pending	87625051	2017-09-27		
DOODLE WARS	United States of America	9	Pending	87625035	2017-09-27		
DOODLE WARS	United States of America	16	Pending	87625047	2017-09-27		
DOODLE WARS	United States of America	28	Pending	87625056	2017-09-27		
DOODLE WARS	United States of America	41	Pending	87625057	2017-09-27		
EXPAND-A-QUILT	United States of America	16	Pending	87658307	2017-10-24		
EXPAND-A-QUILT	United States of America	9	Pending	87658305	2017-10-24		
LEARN IT. MAKE IT. LOVE IT.	United States of America	41	Registered	87031842	2016-05-10	2016-09-27	5049921
LIFE IN THE MAKING	United States of America	41	Registered	87033685	2016-05-11	2016-10-18	5064412

Mark Name	Country	Classes	Status	Application Number	Filed Date	Registration Date	Registration Number
LILY & LOOM	United States of America	24	Registered	87109999	2016-07-20	2017-09-19	5292482
MAN ABOUT CAKE	United States of America	41	Registered	87149456	2016-08-24	2017-09-19	5292612
MASTERING IN MINUTES	United States of America	41	Registered	87150978	2016-08-25	2017-09-19	5292620
MIDNIGHT QUILT SHOW	United States of America	41	Registered	87370499	2017-03-14	2017-11-14	5333815
MYBLUPRINT	United States of America	9	Pending	88001125	2018-06-14		
MYBLUPRINT	United States of America	35	Pending	88001387	2018-06-14		
MYBLUPRINT	United States of America	41	Pending	88001391	2018-06-14		
MYBLUPRINT	United States of America	38	Pending	88001390	2018-06-14		
OFF OUR NEEDLES	United States of America	41	Registered	87370551	2017-03-14	2017-10-03	5301208
SILVERLITE	United States of America	26	Registered	87776938	2018-01-30	2020-03-30	6024653
SPRIGHTLY YARNS	United States of America	23	Registered	86777059	2015-10-02	2017-01-24	5130031

TRADEMARK

REEL: 006994 FRAME: 0459

RECORDED: 07/08/2020