

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603262

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Midwest Sign and Screen Printing Supply Company		09/30/2020	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Grimco Midwest, LLC		
Street Address:	11745 Sappington Barracks Road		
City:	Saint Louis		
State/Country:	MISSOURI		
Postal Code:	63127		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3648629	EXCELLENCE BEYOND EXPECTATIONS	
CORRESPONDENCE DATA			
Fax Number:	3146122323		
<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:	3146215070		
Email:	iptm@armstrongteasdale.com		
Correspondent Name:	Armstrong Teasdale LLP		
Address Line 1:	7700 Forsyth Boulevard, Suite 1800		
Address Line 4:	Saint Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	40531.1		
NAME OF SUBMITTER:	Courtney Jackson		
SIGNATURE:	/Courtney Jackson/		
DATE SIGNED:	10/15/2020		
Total Attachments: 5			
source=7(b) - Trademark Assignment - Executed#page1.tif			
source=7(b) - Trademark Assignment - Executed#page2.tif			
source=7(b) - Trademark Assignment - Executed#page3.tif			
source=7(b) - Trademark Assignment - Executed#page4.tif			

CH \$40.00 3648629

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment"), is entered into as of September 30, 2020, between Midwest Sign and Screen Printing Supply Company, a corporation incorporated under the laws of Minnesota (hereinafter referred to as "Assignor") and Grimco Midwest, LLC, a limited liability company incorporated under the laws of Nevada (hereinafter referred to as "Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (as the same may be amended, modified, and supplemented from time to time, the "Purchase Agreement") (capitalized terms used herein but not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement), pursuant to which Assignor agreed to sell, convey, transfer, assign, grant and deliver to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks (as defined herein);

WHEREAS, this Trademark Assignment is being delivered pursuant to Section 3.3(a)(iii) of the Purchase Agreement;

WHEREAS, Assignor is the owner of all rights, title and interest in and to the trademarks registered and pending in the United States Patent and Trademark Office, and the common law trademarks and all goodwill associated therewith set forth on Schedule A attached hereto and incorporated herein by this reference (the "Assigned Trademarks");

WHEREAS, Assignee as a successor to the portion of Assignor's business to which the Assigned Trademarks pertain, is desirous of acquiring any and all rights that Assignor may have in and to the said marks, including any common law rights associated with the Assigned Trademarks, together with the goodwill of the business in connection with which the Assigned Trademarks are and will be used and which is symbolized by said marks, along with the right to recover for damages and profits for past infringements thereof; and

WHEREAS, Assignor has the desire to sell, convey, transfer, assign, grant, deliver and set over unto Assignee, and Assignee has the desire to accept, all rights, title and interest in and to the Assigned Trademarks as specified in this Trademark Assignment.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers, sells, conveys, delivers, grants, bargains and confirms that it has assigned, transferred, sold and conveyed to Assignee its entire right, title, and interest in and to the Assigned Trademarks, including all goodwill associated therewith, and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, 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. Assignee shall have the sole right to sue and recover for and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements, dilution, damage, injury or other unauthorized use of the Assigned Trademarks or the registrations thereof or such associated goodwill.

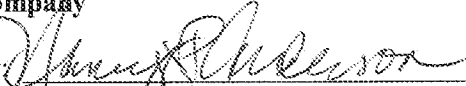
2. The parties authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other applicable governments to record and register this Trademark Assignment upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. Assignor shall, at Assignee's cost, take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.
3. Assignor agrees that, at any time, upon the reasonable request of the Assignee, Assignor will execute and deliver all papers, take all rightful oaths, and do all acts which may be necessary or reasonably desirable for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees, and otherwise to do what is necessary to give full effect to and to perfect the rights of the Assignee under this Trademark Assignment, including the execution, delivery and procurement of any and all further documents evidencing this Trademark Assignment, transfer and sale as may be necessary or desirable.
4. Assignor shall make no further use of the Assigned Trademarks on or in connection with any goods or services, nor shall Assignor challenge Assignee's use of the Assigned Trademarks after the date of this Trademark Assignment. Further, Assignor shall not use, apply for, obtain, or assist any third party to use, apply for or obtain any application or registration of the Assigned Trademarks, or any trademark, service mark, trade name, or other indicia confusingly similar to the Assigned Trademarks.
5. Assignor hereby covenants that no trademark assignment, sale, agreement or security interest has been or will be made or entered into which would conflict with this Trademark Assignment.
6. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile, email, .pdf or other electronic means shall be effective as delivery of a manually executed counterpart to this Trademark Assignment. This Trademark Assignment may not be amended except by an instrument in writing signed by each of the parties hereto.
7. This Trademark Assignment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Trademark Assignment shall be governed by, the internal Laws of the State of Minnesota, without giving effect to provisions thereof regarding conflict of Laws.
8. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

**Midwest Sign and Screen Printing Supply
Company**

By: 
Name: Nancy P Anderson
Title: Chief Executive Officer

ASSIGNEE:

Grimco Midwest, LLC

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

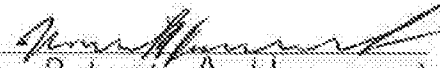
ASSIGNOR:

**Midwest Sign and Screen Printing Supply
Company**

By: _____
Name: _____
Title: _____

ASSIGNEE:

Grimco Midwest, LLC

By: 
Name: Robert A. Hummer
Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

SCHEDULE A

Assigned Trademarks

The Assigned Trademarks include all right, title and interest in and to the trademarks listed below including common law rights, registrations and applications in the United States Patent and Trademark Office, foreign trademarks and applications, and the goodwill associated with the Assigned Trademarks.

Registered trademarks:

Excellence Beyond Expectations (US Registration Number 3648629)

Corporate name and unregistered trade names:

Midwest Sign and Screen Printing Supply Company

Midwest Sign