

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615508

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rutland Fire Clay Company		12/18/2020	Corporation: VERMONT
RECEIVING PARTY DATA			
Name:	Carolina Brands LLC		
Street Address:	1430 Environ Way		
City:	Chapel Hill		
State/Country:	NORTH CAROLINA		
Postal Code:	27517		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	2179853	PROKLEEN	
Registration Number:	1991648	SOOT DESTROYER	
Registration Number:	1688762	PROFLEX	
Registration Number:	2631664	TURBOSWEEPER	
Registration Number:	2624945	SAFE-T-FLUE	
Registration Number:	1115944	AUGUST WEST	
Registration Number:	3837823	AUGUST WEST	
Registration Number:	2087052	SOOTSWEEPER	
Registration Number:	2976211	WILLIAM'S	
Registration Number:	3070203		
Registration Number:	3045045	WORCESTER	
Registration Number:	0700367	LEX-CRETE	
Registration Number:	0918739		
Registration Number:	1115667	STOVO	
Registration Number:	1383834	DAMP GONE	
Registration Number:	1760560	SOOT SWEEP	
Registration Number:	1684436	GRAPHO-GLAS	
Registration Number:	1684189	DRY MIX 211	
Registration Number:	1679117	KWIK-SHOT	

CH \$915.00 2179853

Property Type	Number	Word Mark
Registration Number:	1797467	
Registration Number:	1980340	RUTLAND
Registration Number:	0405562	CHIMNEY SWEEP
Registration Number:	2105570	WHITE OFF
Registration Number:	3217444	LOG BRIGHT
Registration Number:	3256465	SEAL IT RIGHT
Registration Number:	3356445	MASTER SWEEP
Registration Number:	3356444	SAFE LITE
Registration Number:	3356446	RAINBOW FLAME
Registration Number:	3365882	TANK SHIELD
Registration Number:	3841303	JUST GRATE
Registration Number:	6186078	WIZARD SYSTEM
Registration Number:	6022374	CHIMNEY SWEEP
Registration Number:	5954336	ONE MATCH
Registration Number:	4803962	SWEEPSALL
Registration Number:	4263424	WIZARD SYSTEM
Registration Number:	4370643	ONE MATCH

CORRESPONDENCE DATA

Fax Number:

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: 4045722743

Email: EFOX@KSLAW.COM

Correspondent Name: Elizabeth M. Fox

Address Line 1: 1180 Peachtree Street

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	31198.019001
NAME OF SUBMITTER:	Elizabeth M. Fox
SIGNATURE:	/Elizabeth M. Fox/
DATE SIGNED:	12/18/2020

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment”) is made and entered as of December 18, 2020 (the “Effective Date”), by and between RUTLAND FIRE CLAY COMPANY, a Vermont corporation (“Rutland”), and CAROLINA BRANDS LLC, a Delaware limited liability company (“Carolina Brands”). Capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Asset Purchase Agreement, dated as of the date hereof, by and between Rutland and Carolina Brands (the “Agreement”). Each of Rutland and Carolina Brands are referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, in accordance with the Agreement, Rutland desires to convey, assign and transfer to Carolina Brands, and Carolina Brands desires to accept such conveyance, assignment and transfer from Rutland, all of Rutland’s right, title and interest in, to and under all of the trademarks and service marks listed in **Attachment 1** hereto, together with all goodwill of any business associated therewith, and all applications, registrations and renewals in connection therewith (the “Assigned Trademarks”).

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each Party hereto hereby agrees as follows:

1. **Assignment.** Rutland hereby irrevocably conveys, transfers and assigns to Carolina Brands, and Carolina Brands hereby accepts, any and all right, title and interest of Rutland in and to the: (a) the Assigned Trademarks, including all goodwill associated therewith; (b) all future income, royalties, profits, and damages related thereto; (c) the right, if any, to register, prosecute, maintain and defend the Assigned Trademarks before any public or private agency or registrar; (d) the right to bring all claims, actions, litigation and proceedings (“collectively, “Actions”), defend against Actions, sue for and otherwise recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations of the Assigned Trademarks, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations; and (e) the right to fully and entirely stand in the place of Rutland in all matters related thereto (all of the foregoing, collectively, the “Assigned Rights”).

2. **Assistance.** Rutland agrees that at any time and from time to time, without further consideration, it will promptly execute and deliver all further instruments and documents and take all further actions reasonably requested by Carolina Brands (and at Carolina Brands’ sole expense) to perfect, protect, secure or more fully evidence Carolina Brands’ and its successors or assignees’ respective right, title and interest in, to and under the Assigned Rights, or to enable Carolina Brands or such successors or assignees (or any agent or designee of any of the foregoing) to exercise or enforce any of their respective rights hereunder, including reasonable cooperation and assistance in the prosecution or defense of any Action that may arise in connection with any of the rights assigned hereby and filing or recordation of this Trademark Assignment with any intellectual property office or registrar, or any other forms of assignment to record evidence of the transfer of the Assigned Rights in any jurisdiction anywhere throughout the world.

3. **Entire Agreement.** This Trademark Assignment and the Agreement (including the documents executed pursuant to the Agreement and the schedules and exhibits to the Agreement) contain the entire agreement of the Parties with regard to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the Parties executed with or after this Trademark Assignment.

4. **Governing Law; Jurisdiction; Venue.** This Trademark Assignment shall be governed by and construed and enforced in accordance with the internal Laws of the State of Delaware, without reference to its choice of law rules. Except as otherwise expressly set forth herein, the sole and exclusive forum for any and all actions or proceedings arising out of, or related to or in connection with this Trademark Assignment shall be the federal or state courts located in Wilmington, Delaware, which courts shall have exclusive jurisdiction. Each Party hereby waives, to the fullest extent possible under applicable law, any objection that it may have to the venue of any action or proceeding with respect to this Trademark Assignment in such courts, or that such action or proceeding brought in such courts was brought in an inconvenient court and agrees not to plead or claim the same. EACH PARTY HERETO HEREBY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS TRADEMARK ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

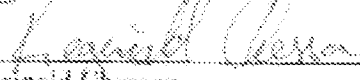
5. **Counterparts.** This Trademark Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Trademark Assignment or the terms of this Trademark Assignment to produce or account for more than one (1) of such counterparts.

6. **Conflicts Between Agreements.** This Trademark Assignment is made pursuant to the Agreement and is subject to the terms and conditions thereof. If any conflicts exist between this Trademark Assignment and the Agreement, the Agreement shall control.

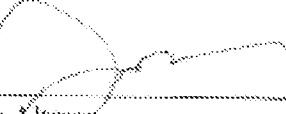
[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed as of the day and year first above written.

RUTLAND FIRE CLAY COMPANY

By: 
Reginald Chesson
Chairman of the Board




CAROLINA BRANDS, LLC


By: 
Joe Altman
Principal

{Signature Page to Trademark Assignment Agreement}

Attachment 1

Assigned Trademarks

Mark	Jurisdiction	Registration Number	Registration Date
PROKLEEN	United States	2,179,853	8/11/98
SOOT DESTROYER	United States	1,991,648	8/6/96
PROFLEX	United States	1,688,762	5/26/92
TURBOSWEEPER	United States	2,631,664	10/8/02
SAFE-T-FLUE	United States	2,624,945	9/24/02
AUGUST WEST	United States	1,115,944	4/3/79
AUGUST WEST	United States	3,837,823	8/24/10
SOOTSWEEPER	United States	2,087,052	8/12/97
WILLIAM'S	United States	2,976,211	7/26/05
	United States	3,070,203	3/21/06
WORCESTER	United States	3,045,045	1/17/06
LEX-CRETE	United States	700,367	7/5/60
	United States	918,739	8/24/71
STOVO	United States	1,115,667	3/27/79
DAMP GONE	United States	1,383,834	2/25/86
SOOT SWEEP	United States	1,760,560	3/23/93
GRAPHO GLASS	United States	1,684,436	4/28/92
DRY MIX 211	United States	1,684,189	4/21/92
KWIK SHOT	United States	1,679,117	3/17/92
	United States	1,797,467	10/12/93
RUTLAND	United States	1,980,340	6/18/96
CHIMNEY SWEEP	United States	405,562	2/8/44
WHITE OFF	United States	2,105,570	10/14/97
LOG BRIGHT	United States	3,217,444	3/13/07
SEAL IT RIGHT	United States	3,256,465	6/26/07
MASTER SWEEP	United States	3,356,445	12/18/07
SAFE LITE	United States	3,356,444	12/18/07
RAINBOW FLAME	United States	3,356,446	12/18/07
TANK SHIELD	United States	3,365,882	1/8/08
JUST GRATE	United States	3,841,303	8/31/10
WIZARD SYSTEM	United States	6,186,078	10/27/20
CHIMNEY SWEEP	United States	6,022,374	3/31/20
ONE MATCH	United States	5,954,336	1/7/20
SWEEPSALL	United States	4,803,962	9/1/15
WIZARD SYSTEM	United States	4,263,424	12/25/12
ONE MATCH	United States	4,370,643	7/23/13

AUGUST WEST	Canada	TMA257317	4/3/81
SAFE-T-FLUE	Canada	TMA240478	3/7/80
	Canada	TMA259477	6/5/81
RUTLAND	Canada	TMA788390	1/24/11
JUST GRATE	Canada	TMA801191	6/30/11
RUTLAND	China	5556195	12/21/15
RUTLAND	China	5556193	1/14/11
JUST GRATE	European Union	009212143	12/13/10