

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM616950

<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>
Zellie Properties, Inc.		12/23/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Great Star Tools USA, Inc.		
<b>Street Address:</b>	271 Mayhill Street		
<b>City:</b>	Saddle Brook		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07663		
<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>	0647763	SHOP-VAC	
<b>Registration Number:</b>	1680975	SHOP-VAC	
<b>Registration Number:</b>	2196625	SHOP-VAC INDUSTRIAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125778994		
<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>	312-577-8994		
<b>Email:</b>	deborah.wing@katten.com		
<b>Correspondent Name:</b>	Deborah Wing c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	387969-9/Zellie/Great Sta		
<b>NAME OF SUBMITTER:</b>	Deborah Wing c/o Katten Muchin Rosenman		
<b>SIGNATURE:</b>	/Deborah Wing/		
<b>DATE SIGNED:</b>	12/28/2020		
<b>Total Attachments: 8</b>			
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## **TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Trademark Assignment") is effective as of December 23, 2020 and is between Zellie Properties, Inc., a Delaware corporation ("Assignor"), whose primary business address is 2323 Reach Road, Williamsport PA, 17701, and Great Star Tools USA, Inc., a Delaware corporation ("Assignee"), whose primary business address is 271 Mayhill Street, Saddle Brook, New Jersey 07663.

### **RECITALS**

A. Assignor is the owner of the trademarks and such registrations therefor set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

B. Assignor desires to assign all of its right, title and interest in and to the Marks to Assignee pursuant to an Asset Purchase Agreement dated of even date herewith, by and among Assignor, Assignee and the other signatories listed on the signature pages thereto.

### **AGREEMENTS**

For the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee, its successors and permitted assigns, all of Assignor's right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made, together with together with all claims for infringement of any of foregoing, including the right to receive and retain damages for past, present and future infringement.

2. Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Trademark Assignment. Assignor hereby further requests the Commissioner and non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to Assignee.

3. Upon reasonable request by Assignee, Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by Assignee to vest full title in and to the Marks in Assignee or which may be necessary to obtain, renew, issue or enforce the Marks. Assignor hereby authorizes Assignee, and does hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as Assignor's true and

lawful attorney-in-fact, with power, in Assignee's own name or the name of Assignor, to execute any such further papers.

4. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

5. This Trademark Assignment shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

6. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

7. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

ASSIGNEE:

ZELLIE PROPERTIES, INC.

GREAT STAR TOOLS USA, INC.

By:   
Name: WILLIAM A. HENRICH  
Its: CHIEF LIQUIDATING OFFICER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.


ASSIGNOR:

ASSIGNEE:

ZELLIE PROPERTIES, INC.

GREAT STAR TOOLS USA, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By:  \_\_\_\_\_  
Name: Xiaoheng Chi  
Its: President

[Signature Page to Trademark Assignment]

**Schedule A**

**Trademark Applications and Registrations**

<b>Country</b>	<b>Mark</b>	<b>Application No</b>	<b>Filing Date</b>	<b>Registration No</b>	<b>Registration Date</b>	<b>Owner</b>
CANADA	SHOP-CLEAN	0574678	15-Dec-86	TMA342296	30-Jun-88	ZELLIE PROPERTIES, INC.
CANADA	SHOP-VAC	0266841	02-Jan-62	TMA126928	15-Jun-62	ZELLIE PROPERTIES, INC.
UNITED STATES	SHOP-VAC	72/018229	26-Oct-56	647763	02-Jul-57	ZELLIE PROPERTIES, INC.
CANADA	SHOP-SWEEP	0466124	26-Feb-81	TMA299120	11-Jan-85	ZELLIE PROPERTIES, INC.
CANADA	SHOP VAC PRO	1303709	01-Jun-06	TMA812811	28-Nov-11	ZELLIE PROPERTIES, INC.
CANADA	SHOP VAC CONTRACT OR	1375000	06-Dec-07	TMA795951	20-Apr-11	ZELLIE PROPERTIES, INC.
CANADA	SHOP VAC QUIET	1406364	06-Aug-08	TMA804680	18-Aug-11	ZELLIE PROPERTIES, INC.
CANADA	SHOP VAC QUIET PLUS	1406365	06-Aug-08	TMA804681	18-Aug-11	ZELLIE PROPERTIES, INC.
CANADA	AIR MOVER & DESIGN	1444978	16-Jul-09	TMA782429	15-Nov-10	ZELLIE PROPERTIES, INC.
CANADA	SHOP VAC GARAGE VAC	1698358	20-Oct-14	TMA925034	06-Jan-16	ZELLIE PROPERTIES, INC.
CANADA	SHOP VAC SUPER	1445675	22-Jul-09	TMA843426	15-Feb-13	ZELLIE PROPERTIES, INC.
CANADA	SHOP VAC MICRO	1445875	23-Jul-09	TMA842984	12-Feb-13	ZELLIE PROPERTIES, INC.
CANADA	SHOP AIR	1544704	22-Sep-11	TMA934197	08-Apr-16	ZELLIE PROPERTIES, INC.
CANADA	SHOP.AIR	1751649	22-Oct-15	TMA966293	21-Mar-17	ZELLIE PROPERTIES, INC.
CANADA	SHOP VAC EZ	1819949	26-Jan-17	TMA1036341	04-Jul-19	ZELLIE PROPERTIES, INC.
CANADA	SHOP AIR A SHOP-VAC COMPANY DIRECT	1796150	17-Aug-16	TMA1035744	04-Jul-19	ZELLIE PROPERTIES, INC.

Country	Mark	Application No	Filing Date	Registration No	Registration Date	Owner
	DRIVE 6500 DRUM FAN & DESIGN					
CANADA	SHOP·AIR A SHOP-VAC COMPANY DIRECT DRIVE 9600 DRUM FAN & DESIGN	1796149	17-Aug-16	1796149	04-Jul-19	ZELLIE PROPERTIES, INC.
CANADA	SHOP·AIR A SHOP-VAC COMPANY DIRECT DRIVE 11,000 DRUM FAN & DESIGN	1796151	18-Aug-16	TMA1035721	04-Jul-19	ZELLIE PROPERTIES, INC.
CANADA	SHOP·AIR A SHOP-VAC COMPANY BELT DRIVE 12,200 DRUM FAN & DESIGN	1796152	18-Aug-16	TMA1035711	04-Jul-19	ZELLIE PROPERTIES, INC.
CANADA	SHOP·AIR A SHOP-VAC COMPANY BELT DRIVE 16500 DRUM FAN & DESIGN	1796153	18-Aug-16	TMA1035581	04-Jul-19	ZELLIE PROPERTIES, INC.
CANADA	SHOP·AIR A SHOP-VAC COMPANY BELT DRIVE 22,000 DRUM FAN & DESIGN	1796154	18-Aug-16	TMA1035587	04-Jul-19	ZELLIE PROPERTIES, INC.
CANADA	DIRECT DRIVE 11,000 SLIMLINE FAN AND DESIGN	1837173	11-May-17	TMA1058699	11-Oct-19	ZELLIE PROPERTIES, INC.
CANADA	STAINLESS STEEL 1,800 FLOOR FAN LOGO	1837158	11-May-17	TMA1057220	02-Oct-19	ZELLIE PROPERTIES, INC.



Country	Mark	Application No	Filing Date	Registration No	Registration Date	Owner
CANADA	SHOP-VAC PUMP VAC	1829787	28-Mar-17	TMA1002147	03-Aug-18	ZELLIE PROPERTIES, INC.
CANADA	SHOP VAC & DESIGN	0686309	19-Jul-91	TMA411412	23-Apr-93	ZELLIE PROPERTIES, INC.
UGANDA	SHOP VAC (DESIGN)	UG/T/2010/41321	06-Oct-10	41321	16-Sep-13	ZELLIE PROPERTIES, INC.
UNITED STATES	SHOP VAC & DESIGN	74/136108	04-Feb-91	1680975	31-Mar-92	ZELLIE PROPERTIES, INC.
ALBANIA	SHOP VAC (DESIGN)	1067328	09-Sep-10	1067328	09-Sep-10	ZELLIE PROPERTIES, INC.
ARMENIA	SHOP VAC (DESIGN)	1067328	09-Sep-10	1067328	09-Sep-10	ZELLIE PROPERTIES, INC.
AZERBAIJAN	SHOP VAC (DESIGN)	1067328	09-Sep-10	1067328	09-Sep-10	ZELLIE PROPERTIES, INC.
BOSNIA & HERZEGOVINA	SHOP VAC (DESIGN)	1067328	09-Sep-10	1067328	09-Sep-10	ZELLIE PROPERTIES, INC.
BULGARIA	SHOP VAC (DESIGN)	1067328	09-Sep-10	1067328	09-Sep-10	ZELLIE PROPERTIES, INC.
CROATIA	SHOP VAC (DESIGN)	1067328	09-Sep-10	1067328	09-Sep-10	ZELLIE PROPERTIES, INC.
INTERNATIONAL TRADEMARK	SHOP VAC (DESIGN)	1067328	09-Sep-10	1067328	09-Sep-10	ZELLIE PROPERTIES, INC.
ISRAEL	SHOP VAC (DESIGN)	1067328	09-Sep-10	1067328	09-Sep-10	ZELLIE PROPERTIES, INC.
MONGOLIA	SHOP VAC (DESIGN)	1067328	09-Sep-10	1067328	09-Sep-10	ZELLIE PROPERTIES, INC.
ROMANIA	SHOP VAC (DESIGN)	1067328	09-Sep-10	1067328	09-Sep-10	ZELLIE PROPERTIES, INC.
TURKEY	SHOP VAC (DESIGN)	1067328	09-Sep-10	1067328	09-Sep-10	ZELLIE PROPERTIES, INC.
UZBEKISTAN	SHOP VAC (DESIGN)	1067328	09-Sep-10	1067328	09-Sep-10	ZELLIE PROPERTIES, INC.
SAUDI ARABIA	SHOP VAC (DESIGN)	159542	05-Oct-10	143110468	26-May-12	ZELLIE PROPERTIES, INC.

Country	Mark	Application No	Filing Date	Registration No	Registration Date	Owner
UGANDA	SHOP VAC (DESIGN)	UG/T/2010/41322	06-Oct-10	41322	16-Sep-13	ZELLIE PROPERTIES, INC.
CANADA	SHOP VAC QSP	0731027	15-Jun-93	TMA439481	17-Feb-95	ZELLIE PROPERTIES, INC.
CANADA	SHOP VAC POWER MADE PORTABLE	0755788	27-May-94	TMA462341	30-Aug-96	ZELLIE PROPERTIES, INC.
CANADA	QSP	0779233	29-Mar-95	TMA464080	11-Oct-96	ZELLIE PROPERTIES, INC.
CANADA	SHOP-VAC QSP PRO	0834762	28-Jan-97	TMA497791	27-Jul-98	ZELLIE PROPERTIES, INC.
CANADA	SHOP-VAC COMMERCIAL	0857345	29-Sep-97	TMA510163	29-Mar-99	ZELLIE PROPERTIES, INC.
CANADA	SHOP-VAC INDUSTRIAL	0857346	29-Sep-97	TMA510161	29-Mar-99	ZELLIE PROPERTIES, INC.
UNITED STATES	SHOP-VAC INDUSTRIAL	75/268586	03-Apr-97	2196625	13-Oct-98	ZELLIE PROPERTIES, INC.
CANADA	SHOP-PAC	1279234	10-Nov-05	TMA767625	21-May-10	ZELLIE PROPERTIES, INC.