

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619378

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMAGEN Brands, LLC		12/21/2020	Limited Liability Company: ALABAMA
RECEIVING PARTY DATA			
Name:	Scribe OpCo, Inc.		
Street Address:	14421 Myerlake Circle		
City:	Clearwater		
State/Country:	FLORIDA		
Postal Code:	33760		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4775003	PAWS N CLAWS	
Registration Number:	4899395	IMAGEN	
Registration Number:	2621732	ANDREW PHILIPS	
Registration Number:	5753481	HEY BUDDY	
Registration Number:	5755473	VIKING COLLECTION	
Registration Number:	6074214	EPEX	
Registration Number:	3375874	CROWN	
Serial Number:	87638227	VIKING COLLECTION	
CORRESPONDENCE DATA			
Fax Number:	9498519348		
<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:	949-851-0633		
Email:	IPDocketOrangeCounty@mwe.com, sbro@mwe.com, kdelcoure@mwe.com, efarrahi@mwe.com, ipdocketmwe@mwe.com		
Correspondent Name:	Sarah E. Bro		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	18565 Jamboree Road, Suite 250		
Address Line 4:	Irvine, CALIFORNIA 92612		

CH \$215.00 4775003

ATTORNEY DOCKET NUMBER:	066497-0651
NAME OF SUBMITTER:	Sarah E. Bro
SIGNATURE:	/sarah e. bro/
DATE SIGNED:	01/08/2021

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Intellectual Property Assignment**”), dated as of December 21, 2020, is made by IMAGEN Brands, LLC (“**Seller**”), an Alabama limited liability company, and EBSCO Industries, Inc., a Delaware corporation (“**Seller Parent**”), in favor of Scribe OpCo, Inc., a Delaware corporation (“**Buyer**”), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement by and among Buyer, Scribe PropCo, Inc., Seller, and Seller Parent, dated as of as of the date hereof (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller and Seller Parent, and has agreed to execute and deliver this Intellectual Property Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Seller Parent hereby irrevocably convey, transfer, and assign to Buyer, all of Seller’s and Seller Parent’s respective right, title, and interest in and to the Intellectual Property Assets (as defined in the Purchase Agreement), including (the “**Assigned IP**”):

(a) the patents and patent applications set forth on Schedule 0 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on Schedule 0 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to any United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Intellectual Property Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Intellectual Property Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller, Seller Parent and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Intellectual Property Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Intellectual Property Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Intellectual Property Assignment.

5. Successors and Assigns. This Intellectual Property Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Intellectual Property Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Intellectual Property Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

Execution Version

IN WITNESS WHEREOF, Seller has duly executed and delivered this Intellectual Property Assignment as of the date first above written.

IMAGEN Brands, LLC

By: EBSCO Industries, Inc., its manager

By: *Tyler Novak*
Name: Tyler Novak
Title: VP & General Counsel

EBSCO Industries, Inc.

Solely for purposes of patent D537877

By: *Tyler Novak*
Name: Tyler Novak
Title: VP & General Counsel

AGREED TO AND ACCEPTED:

Scribe OpCo, Inc.

By: *Peter Harper*
Name: Peter Harper
Title: Chief Financial Officer

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE 1
ASSIGNED PATENTS AND PATENT APPLICATIONS

Description	Type	Application #	Registration # or patent number	App. Date/Filing Date	Reg. Date/Issue Date
Writing instrument with sport ball top	Design	29236860	D534954	08/23/2005	01/09/2007
Writing Instrument	Design	29227449	D537877	04/12/2005	03/06/2007
Writing Instrument with globe top	Design	29236844	D539345	08/23/2005	03/27/2007
Writing instrument with football top	Design	29236842	D540861	08/23/2005	04/17/2007
Writing instrument with baseball top	Design	29236859	D543237	08/23/2005	05/22/2007
Mug (hampton mug)	Design	29247874	D547613	07/18/2006	07/31/2007
Dimpled Flask	Design	29250695	D567094	11/28/2006	04/22/2008
Flip Bottle	Utility	15415875	10384832	01/26/2017	08/20/2019
Camera (clipster)	Design	29322694	D606573	08/08/2008	12/22/2009
Camera (Trekker)	Design	29322695	D606574	08/08/2008	12/22/2009
Tumbler Straw (Revolution)	Design	29390295	D649389	04/22/2011	11/29/2011
Cup assembly (grip n go)	Design	29393720	D662362	06/08/2011	06/26/2012
Tumbler grip (revolution)	Design	29390299	D664812	04/22/2011	08/07/2012
Media device holder	Design	29390940	D666614	04/29/2011	09/04/2012
Tumbler assembly (revolution)	Design	29392653	D674241	05/24/2011	01/15/2013

Tumbler lid (revolution)	Design	29392654	D677523	05/24/2011	03/12/2013
Media holder (patterned base)	Design	29430994	D685366	08/31/2012	07/02/2013
Media device station (round)	Design	29428656	D701857	08/01/2012	04/01/2014
Beverage Container Holder	Design	29615945	D838143	08/31/2017	01/15/2019

SCHEDULE 2
ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Description	Type	Application #	Registration # or trademark number	App. Date/Filing Date	Reg. Date/Issue Date
PAWS N CLAWS	Standard Character Mark	85944984	4775003	05/29/2013	07/21/2015
IMAGEN	Standard Character Mark	86476503	4899395	12/10/2014	02/09/2016
ANDREW PHILIPS	Character Mark	75686123	2621732	04/19/1999	09/17/2002
HEY BUDDY	Standard Character Mark	88121643	5753481	09/18/2018	05/14/2019
VIKING COLLECTION	Standard Character Mark	88079838	5755473	08/15/2018	05/21/2019
EPEX	Standard Character Mark	88680357	6074214	11/05/2019	06/09/2020
CROWN	Standard Character Mark	77239460	3375874	07/26/2007	01/29/2008
VIKING COLLECTION	Standard Character Mark	87638227		10/09/2017	Pending