

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619657

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
John Tillman Company		12/23/2020	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	Bunzl IP Holdings, LLC		
Street Address:	One CityPlace Drive, Suite 200		
City:	Creve Coeur		
State/Country:	MISSOURI		
Postal Code:	63141		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	90132507	OILX	
Registration Number:	5116918	TILLMAN	
Registration Number:	5116919		
Registration Number:	4967603	TRUEFIT	
Registration Number:	4958631	ONYX	
CORRESPONDENCE DATA			
Fax Number:	8169838080		
<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:	8169838000		
Email:	PTO-KC@huschblackwell.com		
Correspondent Name:	Husch Blackwell LLP		
Address Line 1:	4801 Main Street, Suite 1000		
Address Line 4:	Kansas City, MISSOURI 64112		
ATTORNEY DOCKET NUMBER:	706584.1375		
NAME OF SUBMITTER:	Olivia Miller		
SIGNATURE:	/olivia miller/		
DATE SIGNED:	01/11/2021		
Total Attachments: 3			

CH \$140.00 90132507

source=IP Assignment Agreement from John Tillman Company to NewIPCo#page1.tif
source=IP Assignment Agreement from John Tillman Company to NewIPCo#page2.tif
source=IP Assignment Agreement from John Tillman Company to NewIPCo#page3.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”) is made effective as of December 23, 2020 (the “Effective Date”) by and between John Tillman Company, a Virginia corporation, (“Assignor”) and Bunzl IP Holdings, LLC, a Virginia limited liability company (“Assignee”).

WHEREAS, Assignor is the owner of the right, title, and interest in and to the pending and registered trademarks listed in the attached Exhibit A (the “Trademarks”); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire the right, title, and interest in and to the Trademarks, including any and all goodwill associated with the Trademarks.

NOW, THEREFORE, for valuable consideration of ten dollars (\$10.00) furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. Trademark Assignment. Assignor hereby assigns, transfers, sells, and conveys to Assignee any and all of its right, title, and interest in and to the Trademarks, including all goodwill associated therewith, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the laws of all jurisdictions. Assignor authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.
2. Further Assurances. Assignor covenants, agrees, and undertakes to execute, wherever reasonably requested by the Assignee, all assignments, lawful oaths, and any other papers which Assignee may deem reasonably necessary for securing to Assignee or for maintaining for Assignee any and all of the Trademarks, all without further compensation to the Assignor.
3. Provision of Requested Information. Assignor agrees that it is hereby legally bound, upon request and at the expense of Assignee or its respective successors or assigns or a legal representative thereof, to supply all information and evidence of which the Assignor has knowledge or possession relating to the Trademarks, and to testify in any legal proceeding relating thereto.
4. Attorney-In-Fact. Assignor hereby constitutes and appoints Assignee as Assignor’s true and lawful attorney-in-fact, with full power of substitution in Assignor’s name and stead, but for Assignee’s benefit, to take any and all steps, including proceedings at law, in equity or otherwise to execute, acknowledge, and deliver any and all instruments and assurances necessary in order to vest the aforesaid Trademarks, and causes of action more effectively in Assignee or to protect the same, or to enforce any claim or right of any kind with respect thereto. This includes any rights with respect to the Trademarks that may have accrued in Assignor’s favor up to the Effective Date. Assignor hereby declares that the foregoing power is coupled with an interest and is irrevocable.
5. Counterparts. This IP 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. Facsimile signatures and signed executed pages sent as a PDF attachment to an e-mail shall be deemed originals for all purposes. This IP Assignment may not be amended except by an instrument in writing signed by each of the parties hereto.
6. Governing Law. This IP Assignment shall be construed in accordance with Missouri law without giving effect to the choice or conflicts of law provisions thereof. The parties agree that any legal

proceedings which arise under this IP Assignment shall be brought in the courts in the state of Missouri.

IN WITNESS WHEREOF, the parties have executed this IP Assignment by their authorized representatives as of the date first set forth above.

ASSIGNOR:

John Tillman Company

By: 

Name: Dan Lett

Title: Secretary

ASSIGNEE:

Bunzl IP Holdings, LLC

By: 

Name: Dan Lett

Title: Secretary

Exhibit A
Trademarks

Country	Serial No.	Registration No.	Trademark	Status
United States	90/132,507		OILX	PENDING
United States	86/635,883	5,116,918	TILLMAN	REGISTERED
United States	86/636,271	5,116,919	TILLMAN SHIELD Design	REGISTERED
United States	86/635,949	4,967,603	TRUEFIT	REGISTERED
United States	86/643,570	4,958,631	ONYX SHIELD Design	REGISTERED

Country	Serial No.	Registration No.	Trademark	Status
Canada	1769265	TMA989926	TILLMAN SHIELD Design	REGISTERED
Canada	1769276	TMA1023300	TILLMAN	REGISTERED
Canada	1769270	TMA993613	TRUEFIT	REGISTERED

Country	Serial No.	Registration No.	Trademark	Status
Mexico	2211675	2087024	TILLMAN	REGISTERED
Mexico	2211677	2087025	TILLMAN SHIELD Design	REGISTERED
Mexico	2211674	2087023	TRUEFIT	REGISTERED
Mexico	2211676	2032312	TILLMAN	REGISTERED
Mexico	2211679	2032313	TILLMAN SHIELD Design	REGISTERED