

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626474

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900585854

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nupla Corporation		02/08/2019	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Nupla LLC
Street Address:	11912 Sheldon Street
City:	Sun Valley
State/Country:	CALIFORNIA
Postal Code:	91352
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	0620777	IMPAX
Registration Number:	0628215	NUPLA
Registration Number:	0842300	NUPLAGLAS
Registration Number:	0846668	NUPLA
Registration Number:	0857714	NUPLA-BOND
Registration Number:	1585335	NUPLA
Registration Number:	1916002	POWER DRIVE
Registration Number:	2008307	POWER PYLON
Registration Number:	2134941	MECH/LOC
Registration Number:	2236169	MICRO-STRIKE
Registration Number:	2416592	SMART HAMMER
Registration Number:	2961124	NUPRO
Registration Number:	2961409	PRO-TEC
Registration Number:	3042688	ERGO POWER
Registration Number:	3108127	EXTREME POWER DRIVE
Registration Number:	3144949	STRIKE PRO
Registration Number:	3470198	

CORRESPONDENCE DATA**Fax Number:** 8883609092*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:** 757-624-3306**Email:** trademarks@kaufcan.com**Correspondent Name:** Nicole J. Harrell**Address Line 1:** 150 West Main Street**Address Line 2:** P.O. Box 3037**Address Line 4:** Norfolk, VIRGINIA 23514-3037

ATTORNEY DOCKET NUMBER:	0172810
NAME OF SUBMITTER:	Nicole J. Harrell
SIGNATURE:	/Nicole J. Harrell/
DATE SIGNED:	02/16/2021

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this “**Assignment Agreement**”) is entered into as of the 8th day of February, 2019, by **NUPLA CORPORATION**, a California corporation (“**Assignor**”), in favor of **NUPLA LLC**, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignor is the owner of the trademarks, service marks, trademark and service mark registrations and trademark and service mark applications in the form more fully described in Schedule A hereto (the “**Marks**”); and

WHEREAS, Assignor, Q.E.P. Co, Inc., HISCO, Inc. and Assignee have executed that certain Asset Purchase Agreement of even date herewith (the “**Asset Purchase Agreement**”); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign and Assignee desires to receive all of Assignor’s right, title and interest in and to all of the Marks.

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement, Assignor hereby irrevocably distributes, transfers, assigns and otherwise conveys to Assignee, (a) all of Assignor’s right, title and interest in and to each of the Marks, (b) all applications and registrations relating thereto, (c) all issuances, extensions and renewals thereof, (d) priority filing rights, (e) the goodwill of the business symbolized by or associated with the Marks, (f) 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 (g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, or 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 not no obligation to sue for such legal and/or equitable relief and to collect, or otherwise recover, any such damages.

Assignor agrees to execute and deliver at the request of Assignee all papers, instruments and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of Assignor’s right, title and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment Agreement upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 reasonably necessary to effect, evidence or perfect the assignment of the Marks to Assignee, or any assignee or successor thereto.

The provisions of this instrument are subject, in all respects, to the terms and conditions of the Asset Purchase Agreement, including without limitation, all of the applicable covenants,

representations and warranties contained therein, all of which shall survive the execution and delivery of this instrument to the extent indicated in the Asset Purchase Agreement. Nothing contained in this instrument shall be deemed to modify, amend or supersede any of the terms and conditions of the Asset Purchase Agreement. In the event of any inconsistency between the terms and conditions hereof and the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall control. This instrument shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Assignee and its successors and assigns.


This instrument may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same document. Counterparts may be delivered via facsimile, email (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first set forth above.

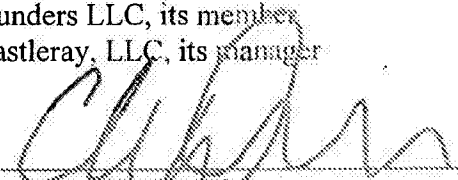
ASSIGNOR:

NUPLA CORPORATION,
a California corporation

By: 
Name: _____

ASSIGNEE:

NUPLA LLC,
a Delaware limited liability company,
by Saunders Midwest LLC, its member
by Saunders LLC, its member
by Castleray, LLC, its manager

By: 
Name: Charles Okwara
Manager

By: _____
Name: Derek Lewis
Manager

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first set forth above.

ASSIGNOR:

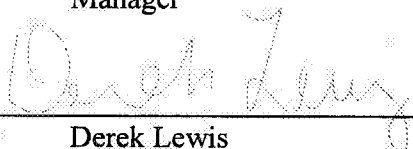
NUPLA CORPORATION,
a California corporation

By: _____
Name:

ASSIGNEE:

NUPLA LLC,
a Delaware limited liability company,
by Saunders Midwest LLC, its member
by Saunders LLC, its member
by Castleray, LLC, its manager

By: _____
Name: Charles Diawara
Manager

By: 
Name: Derek Lewis
Manager

SCHEDULE A

Country	Title	Registration No.	Serial No.	Owner
Australia	NUPLA	206832	A206832	NUPLA
Canada	NUPLA	TMA156839	300391	NUPLA
Canada	NUPLAGLAS	TMA152667	301478	NUPLA
CTM (European Union)	POWER PYLON	20446	204466	NUPLA
CTM (European Union)	NUPLA	7321251	7321251	NUPLA
CTM (European Union)	NUPLA DIAMOND Logo	6446314	6446314	NUPLA
European Union	GET THE STRIPE	017934817	017934817	NUPLA
France	POWER DRIVE	1679436	1679436	NUPLA
Italy	CUSH-N-GRIP	0000623450	1991900180226	NUPLA
Italy	E.E SERIES	0000623451	1991900180227	NUPLA
Japan	NUPLA	5235376	2007-113188	NUPLA
Japan	NUPLA DIAMOND Logo	5216605	2007-113189	NUPLA
Norway	NUPLA	108107	19800816	NUPLA
South Korea	NUPLA	400776854	402007-0056861	NUPLA
UK	NUPLA	1135125	1135125	NUPLA
USA	EXTREME POWER SLEDGE	4,642,413	86/089,520	NUPLA
USA	NUPLAGLAS	851,863	72/264,952	NUPLA

SCHEDULE A

Country	Title	Registration No.	Serial No.	Owner
USA	IMPAX (Stylized)	620,777	71/668,459	Parent
USA	NUPLA Diamond Logo	628,215	71/697,312	Parent
USA	NUPLAGLAS	842,300	72/253,234	Parent
USA	NUPLA	846,668	72/264,953	Parent
USA	NUPLA-BOND	857,714	72/283,144	Parent
USA	NUPLA Diamond Logo	1,585,335	73/814,514	Parent
USA	POWER DRIVE	1,916,002	74/521,092	Parent
USA	LIFETIME	2,023,265	74/703,836	Parent
USA	Nupla Stripe Dress of Goods	2,011,222	74/673,808	Parent
USA	POWER PYLON	2,008,307	75/009,759	Parent
USA	MECH/LOC	2,134,941	75/083,416	Parent
USA	MICRO-STRIKE	2,236,169	75/318,883	Parent
USA	SMART HAMMER	2,416,592	75/765,991	Parent
USA	NUPRO	2,961,124	78/282,724	Parent
USA	PRO-TEC	2,961,409	78/327,378	Parent
USA	ERGO-POWER	3,042,688	78/390,992	Parent
USA	EXTREME POWER DRIVE	3,108,127	78/552,529	Parent
USA	STRIKE PRO	3,144,949	78/695,263	Parent
USA	Nupla Stripe Dress of Goods (Yellow)	3,470,198	77/051,029	Parent
USA	Nupla Stripe Dress of Goods	4,971,717	86/591,364	Parent

TRADEMARK

RECORDED: 12/16/2020

REEL: 007193 FRAME: 0625