

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM630634

<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>
Alice Ink Incorporated		03/08/2021	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bradshaw International, Inc.		
<b>Street Address:</b>	9409 Buffalo Avenue		
<b>City:</b>	Rancho Cucamonga		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91730		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3380221	HOTCOOKING BANDS	
<b>Registration Number:</b>	5714706	ARCHITEC	
<b>Registration Number:</b>	4368765	ECO SMART	
<b>Registration Number:</b>	4215347	RECIPE ROCK	
<b>Registration Number:</b>	4865482	ARCHITEC HOMEGROWN GOURMET PRODUCTS	
<b>Registration Number:</b>	4771767	RESTORE A WHOLESOME FUTURE	
<b>Registration Number:</b>	4712586	SAVOR CUBE TRAYS	
<b>Registration Number:</b>	4974062	TSP	
<b>Registration Number:</b>	4298522	MADEIRA	
<b>Registration Number:</b>	4213779	M	
<b>Registration Number:</b>	4593532	STARBOARD COLLECTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	KDUTKA@TORYS.COM		
<b>Correspondent Name:</b>	Katherine Dutka		
<b>Address Line 1:</b>	Torys LLP		
<b>Address Line 2:</b>	79 Wellington St. W., Suite 3000		
<b>Address Line 4:</b>	Toronto, CANADA M5K 1N2		

OP \$290.00 3380221

TRADEMARK

<b>NAME OF SUBMITTER:</b>	Katherine Dutka
<b>SIGNATURE:</b>	/Katherine Dutka/
<b>DATE SIGNED:</b>	03/09/2021
<b>Total Attachments: 9</b> source=19.Alice Ink IP Assignment to Bradshaw Execution Version#page1.tif source=19.Alice Ink IP Assignment to Bradshaw Execution Version#page2.tif source=19.Alice Ink IP Assignment to Bradshaw Execution Version#page3.tif source=19.Alice Ink IP Assignment to Bradshaw Execution Version#page4.tif source=19.Alice Ink IP Assignment to Bradshaw Execution Version#page5.tif source=19.Alice Ink IP Assignment to Bradshaw Execution Version#page6.tif source=19.Alice Ink IP Assignment to Bradshaw Execution Version#page7.tif source=19.Alice Ink IP Assignment to Bradshaw Execution Version#page8.tif source=19.Alice Ink IP Assignment to Bradshaw Execution Version#page9.tif	

**INTELLECTUAL PROPERTY ASSIGNMENT**

This Intellectual Property Assignment (this “**Assignment**”), dated as of March 8, 2021 (the “**Effective Date**”), is made by and between Alice Ink Incorporated (“**Assignor**”) and Bradshaw International, Inc. (“**Assignee**”). In the event of a conflict between the terms set forth herein and the Purchase Agreement (defined below), the Purchase Agreement shall prevail.

**WHEREAS**, Assignee and Assignor have entered into that certain Purchase and Sale Agreement, dated as of the Effective Date (“**Purchase Agreement**”), pursuant to which, among other things, Assignor agreed to sell to Assignee, and Assignee agreed to purchase from Assignor, the intellectual property assets listed on the attached Schedule “A”; and

**WHEREAS**, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the rights, title, and interest in and to the intellectual property assets, including applications and registrations for patents (the “**Patents**”), trademarks (the “**Trademarks**”), and domain names (the “**Domain Names**”) listed on the attached Schedule “A”.

**NOW THEREFORE**, in consideration of the foregoing and the mutual agreements contained herein and in the Purchase Agreement, the receipt and sufficiency of which Assignor and Assignee hereby conclusively acknowledge, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, assigns and transfers unto the Assignee, its successors and assigns, all of Assignor’s right, title and interest in and to the Patents and inventions disclosed therein, along with (a) all applications for patents for such inventions or based on the Patents in all countries, now filed or to be filed, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon the inventions or upon the Patents, (b) all patents which may issue on the inventions and on any application transferred by this Assignment in all countries, and any and all reissues, extensions, divisions, renewals, substitutes, continuations or continuations-in-part of patents granted for the inventions or upon such applications or Patents, for the full term or terms for which the patents may be issued, and (c) every priority right that is or may be predicated upon or arise from the inventions, including the right to sue for prior patent infringement, the Patents and the foregoing applications and patents under any applicable international or bilateral treaty, agreement or convention.
2. Assignor hereby sells, assigns and transfers, and confirms that it has sold, assigned and transferred, to Assignee all of Assignor’s right, title and interest in the Trademarks, including all common law trademarks, state and federal registrations and applications thereof, all registrations which may be granted in respect of such applications, all renewals of such registrations, along with all common law rights therein, together with the goodwill associated with the Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, including the right, throughout the world, to use, register, and sell wares and services thereunder, as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and including its entire right, title and interest in and to all income, royalties, damages and payments now or hereafter due or payable with respect to the Trademarks.
3. Assignor hereby sells, assigns and transfers unto the Assignee, its successors and assigns, all of Assignor’s right, title and interest in and to the Domain Names.

4. Assignor will, upon request of Assignee and without further consideration but at the expense of the Assignee, reasonably cooperate with and take reasonably necessary steps to record Assignee as the assignee and owner of the Patents, Trademarks, and the Domain Names, including causing the administrative and technical contact(s) for the Domain Names to take all steps as may be reasonably necessary to effect transfer and recordation of the Domain Names to Assignee.
5. Assignor and Assignee acknowledge and agree that no representations or warranties, expressed or implied, are made herein with respect to the Patents, Trademarks, or the Domain Names, and that nothing contained in this Assignment shall in any way supersede, modify, replace, amend, rescind, waive narrow or broaden any provision set forth in the Purchase Agreement or any of the rights, remedies or obligations arising therefrom.
6. This Assignment is binding upon, and enures to the benefit of, the parties and their respective legal representatives, successors and assigns.
7. The validity, interpretation and effect of this Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to contracts to be carried out wholly within such State.
8. Assignor and Assignee (a) agree that any suit, action or proceeding arising out of or relating to this Assignment shall be brought solely in the state and federal courts located in Wilmington, Delaware, (b) consent to the exclusive jurisdiction of each such court in any suit, action or proceeding relating to or arising out of this Assignment, (c) waive any objection which it may have to the laying of venue in any such suit, action or proceeding in any such court, and (d) agree that service of any court paper may be made in such manner as may be provided under applicable law or court rules governing service of process.
9. This Assignment may be executed simultaneously in multiple counterparts, and in separate counterparts (including via facsimile or email), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**[SIGNATURE PAGE FOLLOWS]**

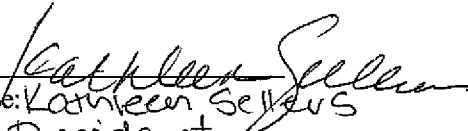
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Assignor:

Alice Ink Incorporated

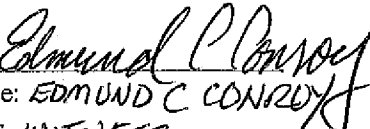
Assignee:

Bradshaw International, Inc.

By:   
Name: Kathleen Sellers  
Title: President

By: \_\_\_\_\_  
Name:  
Title:

Witness:

By:   
Name: EDMUND C CONROY  
Title: WITNESS

By: \_\_\_\_\_  
Name:  
Title:

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Assignor:

Alice Ink Incorporated

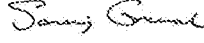
Assignee:

Bradshaw International, Inc.

By: \_\_\_\_\_

Name:

Title:

DocuSigned by:  
By:  \_\_\_\_\_  
3FD34E78979D42B...

Name: Sandip Grewal

Title: Chief Financial Officer

Witness:

Witness:

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Assignor:

Alice Ink Incorporated

Assignee:

Bradshaw International, Inc.

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name: Sandip Grewal

Title: Chief Financial Officer


Witness:

Witness:

By: \_\_\_\_\_

Name:

Title:

DocuSigned by:  
By:   
Name: Rob Michelson  
Title:

**SCHEDULE A**

**INTELLECTUAL PROPERTY RIGHTS**

**1. Patents:**


<b>Title</b>	<b>Country</b>	<b>Date Granted</b>	<b>PTO Status</b>	<b>Patent Number</b>	<b>Status</b>
KITCHEN PAPER TOWEL HOLDER	United States	05/02/2006	Patented Case	D519765	EXPIRED
KITCHEN SCRUB BRUSH	United States	05/09/2006	Patented Case	D520246	EXPIRED
MIXING BOWL WITH FRICTION MATERIAL	United States	08/22/2006	Patented Case	D526850	EXPIRED
COLANDER WITH HANDLES	United States	03/20/2007	Patented Case	D538607	ISSUED
MIXING BOWL	United States	03/20/2007	Patented Case	D538599	ISSUED
SOAP DISPENSER WITH A SUCTION DEVICE	United States	01/22/2008	Patented Case	D560087	ISSUED
WINE GLASS DRYING RACK	United States	05/27/2008	Patented Case	D569657	ISSUED
LEFT AND RIGHT HANDED BASTING BRUSH	United States	05/13/2008	Patented Case	D568611	ISSUED
SCRUBBING PAD	United States	03/11/2008	Patented Case	D564160	ISSUED
COMBINATION GRIPPING DEVICE AND TRIVET	United States	01/22/2008	Patented Case	D560094	ISSUED
COFFEE SPOON WITH CRADLE	United States	03/24/2009	Patented Case	D588878	ISSUED
SUGAR/TEA PACK HOLDER ATTACHABLE TO A COFFEE POT OR HOT WATER POT	United States	12/21/2010	Patented Case	D629254	ISSUED
BOWL WITH HANDLE SUPPORT	United States	09/01/2015	Patented Case	D737632	ISSUED
RECIPE HOLDER	United States	02/28/2012	Patented Case	D654750	ISSUED
FILTER HOLDER ATTACHABLE TO A	United States	12/21/2010	Patented Case	D629255	ISSUED



COFFEE POT OR HOT WATER POT					
STIR HOLDER ATTACHABLE TO A COFFEE POT OR HOT WATER POT	United States	12/21/2010	Patented Case	D629256	ISSUED
REMOVAL DEVICE FOR FOOD CONTAINER FROM A MICROWAVE OVEN	United States	11/05/2019	Patented Case	D866083	ISSUED
ELEVATED NON-SLIP CUTTING BOARD	United States	11/12/2002	Patented Case	6478292	EXPIRED
NON-SKID WOODEN CUTTING BOARD	United States	03/09/2004	Patented Case	6702273	ISSUED
METHOD OF MANUFACTURING AN ELEVATED NON-SLIP CUTTING BOARD	United States	06/28/2005	Patented Case	6910685	ISSUED
SPONGE HOLDER	United States	01/02/2007	Patented Case	D534700	EXPIRED
SPOON HOLDER	United States	12/28/2004	Patented Case	D500232	EXPIRED
PET FOOD DISH	United States	08/17/2004	Patented Case	D494714	EXPIRED
KITCHEN TIMER	United States	10/25/2005	Patented Case	D510878	EXPIRED
RATTAN PLANT STAND	United States	04/12/2005	Patented Case	D503861	EXPIRED
RATTAN PLANT CADDY	United States	04/05/2005	Patented Case	D503562	EXPIRED
STAND FOR HANGING POTTED PLANTS	United States	05/10/2005	Patented Case	D504790	EXPIRED
BOWL WITH FRICTION MATERIAL	United States	07/11/2006	Patented Case	D524589	EXPIRED
FOLDABLE FRUIT HOLDER	United States	05/03/2011	Patented Case	D637043	ISSUED
SERVING TRAY	United States	N/A	Provisional Application	62/203259	N/A

## 2. Trademarks:

### Registered Trademarks

Trademark	Country	Registration Date	Registration Number	Status
HOTCOOKING BANDS	US	02/12/2008	3380221	REGISTERED
ARCHITEC	US	04/02/2019	5714706	REGISTERED
ECO SMART	US	07/16/2013	4368765	REGISTERED
RECIPE ROCK	US	09/25/2012	4215347	REGISTERED
ARCHITEC HOMEGROWN GOURMET PRODUCTS	US	12/08/2015	4865482	REGISTERED
RESTORE A WHOLESOME FUTURE	US	07/14/2015	4771767	REGISTERED
SAVOR CUBE TRAYS	US	03/31/2015	4712586	REGISTERED
TSP	US	06/07/2016	4974062	REGISTERED
MADEIRA	US	03/05/2013	4298522	REGISTERED
 M	US	09/25/2012	4213779	REGISTERED
STARBOARD COLLECTION	US	08/26/2014	4593532	REGISTERED

### Common Law Trademarks

1. GRIPPER, ORIGINAL GRIPPER, GRIPPERPLUS, and GRIPPERWOD for cutting boards.
2. POLYCOCO, POLYFLAX, and POLYGLASS for cutting boards, bowls, and spoons.
3. PURELAST for measuring cups, prep cups, and measuring spoons.

## 3. Domain Names:

[5minuteappetizermaker.com](http://5minuteappetizermaker.com)  
[architececosmart.com](http://architececosmart.com)  
[architecbrands.com](http://architecbrands.com)  
[architechhospitality.com](http://architechhospitality.com)  
[architechhousewares.com](http://architechhousewares.com)  
[architecproducts.com](http://architecproducts.com)  
[bakeforbenny.com](http://bakeforbenny.com)  
[fiveminuteappetizermaker.com](http://fiveminuteappetizermaker.com)  
[hgg-restore.com](http://hgg-restore.com)  
[hggproducts.com](http://hggproducts.com)  
[homegrowinggourmetproducts.com](http://homegrowinggourmetproducts.com)  
[homegrownwholesale.com](http://homegrownwholesale.com)  
[madeirahousewares.com](http://madeirahousewares.com)  
[madeiraproducts.com](http://madeiraproducts.com)  
[starboardcollection.com](http://starboardcollection.com)

totallysweetproducts.com

tribamboo.com

tspproducts.com