

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630817

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900592020		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DK Smith International Trade, Inc.		12/31/2020	Corporation: BRITISH COLUMBIA
RECEIVING PARTY DATA			
Name:	Global Sales Group Company		
Street Address:	2537 152nd Avenue NE		
City:	Redmond		
State/Country:	WASHINGTON		
Postal Code:	98052		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4417852	EZ OIL DRAIN	
Registration Number:	4687139	EZ OIL DRAIN VALVE	
Serial Number:	88913563	THE NO PAIN DRAIN	
Serial Number:	88613829	EZ OIL DRAIN VALVE	
CORRESPONDENCE DATA			
Fax Number:	4089184501		
<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:	408-947-4816		
Email:	kevin.isaacson@ropers.com		
Correspondent Name:	Kevin W. Isaacson		
Address Line 1:	50 West San Fernando Street, Suite 1300		
Address Line 4:	San Jose, CALIFORNIA 95113		
ATTORNEY DOCKET NUMBER:	316426382J		
NAME OF SUBMITTER:	Marie E. Sobieski		
SIGNATURE:	/MES/		
DATE SIGNED:	03/09/2021		

Total Attachments: 6

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FIRST AMENDED INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This FIRST AMENDED INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of December 31, 2020, is made by DK Smith International Trade, Inc., a British Columbia corporation with its principal place of business located at 1465 Kebet Way, Unit B, Port Coquitlam, BC V3C 6L3, Canada ("**Seller**"), in favor of Global Sales Group Company, a State of Washington corporation with its principal place of business located at 2537 152nd Avenue NE, Redmond, WA 98052, United States ("**Buyer**"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement among Seller, Barry Smith ("**Smith**"), Buyer, Norio Mitsuoka, and Ryuji Mitsuoka, dated as of December 31, 2020 (the "**Asset Purchase Agreement**"). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Asset Purchase Agreement.

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

NOW THEREFORE, Seller agrees as follows:

I. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Smith in his personal capacity hereby irrevocably convey, transfer, and assign to Buyer all of Seller's and Smith's right, title, and interest in and to the Intellectual Property Assets, as defined in Article I of the Asset Purchase Agreement, which shall include the following (the "**Assigned IP**"):

(a) all Patents, as defined in the definition of Intellectual Property in Article I of the Asset Purchase Agreement, and in Schedule 1 annexed hereto;

(b) all Trademarks, as defined in the definition of Intellectual Property in Article I of the Asset Purchase Agreement, and listed in Schedule 2 annexed hereto, together with the goodwill of the business connected with the use of and symbolized by each Trademark;

(c) all Trade Secrets, as defined in the definition of Intellectual Property in Article I of the Asset Purchase Agreement;

(d) all other Intellectual Property, as provided in the definition of Intellectual Property in Article I of the Asset Purchase Agreement;

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

(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, 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 and Smith hereby authorize the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Canadian Intellectual Property Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's request, Seller and Smith shall take such reasonable 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP 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 IP 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 IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon Seller, Smith and their successors and assigns.

6. Governing Law. This IP 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 IP 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 Washington, without giving effect to any of its choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, SELLER HAS DULY EXECUTED AND DELIVERED THIS IP ASSIGNMENT AS OF THE DATE FIRST ABOVE WRITTEN.

DK Smith International Trade, Inc.

By: [Signature]
Name: Barry Smith
Title: President
Address for Notices: _____

Unit B-1765 Keef way
Port Coquitlam, BC
V3C-6L3

ACKNOWLEDGMENT

STATE/PROVINCE OF British Columbia Canada
City of _____
COUNTY OF Langley

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)SS.
)

On the 3rd day of March, 2021, before me personally appeared Barry Smith, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same [in [his/her] authorized capacity as the Director of DK Smith International Trade, Inc., and acknowledged the instrument to be [[his/her] free act and deed/the free act and deed of DK Smith International Trade, Inc. for the uses and purposes mentioned in the instrument.

[Signature]

Notary Public
Printed Name:

Paul C. Kennedy
Barrister & Solicitor
Lindsay Kenney LLP
400, 8621-201 Street
Langley, BC V2Y 0G9
T 604.888.5811

My Commission Expires:
N/A



Barry Smith

[Handwritten Signature]

Address for Notices: _____

*Unit B - 1465 Kestrel Way
Port Coquitlam, BC
V3L-6L3*

ACKNOWLEDGMENT

STATE/PROVINCE OF *British Columbia, Canada*
CITY OF *Langley*
COUNTY OF _____

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)SS.
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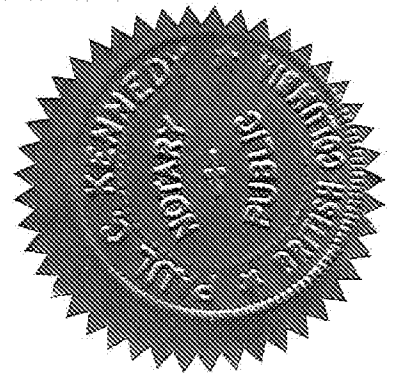
On the *3rd* day of *March*, *2021*, before me personally appeared Barry Smith, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same [in [his/her] personal capacity, and acknowledged the instrument to be [[his/her] free act and deed/the free act and deed for the uses and purposes mentioned in the instrument.

[Handwritten Signature]

Notary Public
Printed Name:

Paul C. Kennedy
Barrister & Solicitor
Lindsay Kenney LLP
400, 8621-201 Street
Langley, BC V2Y 0G9
T 604.888.5811

My Commission Expires:
N/A



SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS



Patents

Title	Jurisdiction	Patent Number	Issue Date
Oil Drain Valve	United States	US D701,945S	April 1, 2014
Oil Drain Valve	United States	US D701,946S	April 1, 2014
Drain Valve	United States	US D755,348S	May 3, 2016
Rapid Engine Oil Draining Valve With Protective Covering	United States	US 9,951,667 B2	April 24, 2018



SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
EZ Oil Drain	United States	4,417,852	October 15, 2013
	United States	4,687,139	February 17, 2015
EZ Oil Drain	Canada	TMA883,806	August 12, 2014
	Canada	TMA 915,042	September 24, 2015

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
THE NO PAIN DRAIN	United States	1A	88/913,563	May 13, 2020
 EZ OIL DRAIN VALVE	United States	1A	88/613,829	September 12, 2019
 EZ OIL DRAIN VALVE	Canada		1920456	September 28, 2018