

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM640359

<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>
Sharp Systems, LLC		08/16/2019	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Hillman Group, Inc.		
<b>Street Address:</b>	10590 Hamilton Avenue		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45231		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5544415	RESHARP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9374436635		
<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>Phone:</b>	5133526592		
<b>Email:</b>	ipdocket@thompsonhine.com		
<b>Correspondent Name:</b>	THOMPSON HINE LLP		
<b>Address Line 1:</b>	10050 INNOVATION DRIVE, SUITE 400		
<b>Address Line 4:</b>	DAYTON, OHIO 45342		
<b>NAME OF SUBMITTER:</b>	MICHAEL J. NIEBERDING		
<b>SIGNATURE:</b>	/MICHAEL J. NIEBERDING/		
<b>DATE SIGNED:</b>	04/19/2021		
<b>Total Attachments: 3</b>			
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## ASSIGNMENT AND ASSUMPTION OF TRADEMARK RIGHTS

THIS TRADEMARK ASSIGNMENT (the "Assignment") is executed, acknowledged, and delivered by Sharp Systems, LLC, a California Limited Liability Company, with its principal place of business located at 3185 Kipling Street, Palo Alto, CA 94306 ("Assignor") and The Hillman Group, Inc., a Delaware corporation, with its principal place of business located at 10590 Hamilton Avenue, Cincinnati, OH 45231 ("Assignee"), in accordance with, and pursuant to the terms and conditions of the Asset Purchase Agreement having an Effective Date of August 16, 2019 (the "Agreement") between Assignor, as Seller and Assignee as Buyer.

The "Assigned Marks" means the trademarks and trademark applications listed on Exhibit A.

NOW THEREFORE, be it known that, for good and valuable consideration, the receipt of which from Assignee is hereby acknowledged, Assignor, has sold, assigned, transferred, and set over, and does hereby irrevocably sell, assign, transfer, and set over unto the Assignee, and Assignee hereby accepts, its entire right, title, and interest (i) in and to the Assigned Marks, including any and all common law rights, state or federal registrations thereof, all trade name rights, service name rights, and all of the goodwill of the business pertaining to the Assigned Marks, and all tangible and electronic embodiments of the Assigned Marks, and (ii) in and to causes of action and enforcement rights for the Assigned Marks including all rights to pursue damages, injunctive relief, and other remedies for past, present, and future infringement of the Assigned Marks.

AND, ASSIGNOR HEREBY further covenants and agrees that it will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to it respecting the Assigned Marks, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to the Assigned Marks, in said Assignee, its successors and assigns, and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper protection for the Assigned Marks in the United States and all foreign territories, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

Notwithstanding anything to the contrary herein, Assignor and Assignee are executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement. In the event of any conflict between the terms of this Assignment and those of the Agreement, the terms of the Agreement shall be controlling.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

This Assignment shall be governed by, and construed in accordance with the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of this 16<sup>th</sup> day of August, 2019.

ASSIGNOR

Sharp Systems, LLC

By:

Signature:

DocuSigned by:  
*David Lyons*  
8E05692A8343300

Typed Name:

David Lyons

Title:

Founder

Date:

8/16/2019

ASSIGNEE

The Hillman Group, Inc.

By:

Signature:

*Douglas D. Roberts*

Typed Name:

Douglas D. Roberts

Title:

General Counsel and Secretary

Date:

8/16/19

EXHIBIT A

Country	Mark	Class	Status	App. No.	Date Filed	Reg. No.	Registered
US	RESHARP	07	Registered	87688478	Nov. 17, 2017	5544415	Aug. 21, 2018