

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645811

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DESIGN MASTER COLOR TOOL, INC.		05/10/2021	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	SMITHERS-OASIS COMPANY		
Street Address:	295 S. Water Street, Suite 201		
City:	Kent		
State/Country:	OHIO		
Postal Code:	44240		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1560346	COLORTOOL	
Registration Number:	3701015	JUST FOR FLOWERS	
Registration Number:	1485248	SPRAY TIPS	
Registration Number:	4645158	TINTIT.	
Registration Number:	5449288	ÜBERFROST	
Registration Number:	4925348	ÜBERMATTE	
Registration Number:	1461554	DESIGN MASTER	
CORRESPONDENCE DATA			
Fax Number:	2165669711		
<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:	2165669700		
Email:	75628@rankinhill.com		
Correspondent Name:	Randolph E. Digges, III		
Address Line 1:	P.O. Box 1150		
Address Line 4:	Bonita Springs, FLORIDA 34133-1150		
ATTORNEY DOCKET NUMBER:	SOC-18849.07		
NAME OF SUBMITTER:	Randolph E. Digges, III		
SIGNATURE:	/Randolph E. Digges, III/		

OP \$190.00 1560346

DATE SIGNED:	05/11/2021
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Total Attachments: 8

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- source=Design_Master_IP_Assignment#page4.tif
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- source=Design_Master_IP_Assignment#page8.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) shall be effective as of May 11, 2021 (the “**Effective Date**”) by and between Design Master Color Tool, Inc., a Pennsylvania corporation (“**Assignor**”), and Smithers-Oasis Company, an Ohio corporation (“**Assignee**”).

WHEREAS, Assignor is the owner of certain intellectual property listed in **Exhibit A**;

WHEREAS, pursuant to that certain Asset Purchase Agreement between Assignor and Assignee dated as of the Effective Date, Assignor must deliver this assignment to Assignee of the intellectual property set forth in **Exhibit A**, (the “**IP**”); and

WHEREAS, Assignor and Assignee have agreed to enter into this Agreement as evidence of Assignor’s assignment of its rights in and to the IP pursuant to the Asset Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby sells, assigns, transfers, and conveys to Assignee and its successors, assigns, and nominees, absolutely and in perpetuity, Assignor’s entire right, title, and interest worldwide in and to the IP, and including the right to sue for and receive all damages from past infringements arising before the Effective Date, the same to be held and enjoyed by Assignee, its successors, assigns, and legal representatives.

2. Further Assurances. Assignor further agrees to execute all documents and do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this Agreement. In addition, and without limiting the generality of the foregoing, Assignor further agrees, at the request of Assignee or its successors in interest, to do all lawful acts which may be required for obtaining and enforcing the intellectual property rights in the IP, and to otherwise aid assignee or its successors in interest in enforcing intellectual property rights in the IP, all at the expense of Assignee or its successors in interest.

3. Power of Attorney. Assignor hereby constitutes and appoints Assignee and its successors and assigns as Assignor’s true and lawful attorneys with full power of substitution, in Assignor’s name and stead but on behalf and for the benefit of the Assignee and its successors and assigns, to demand and receive any and all of the IP and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of the Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, which the Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or recordation of ownership to, any of the IP, or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the IP which the Assignee or its successors or assigns shall deem desirable. The

foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignor or by dissolution of the Assignor or in any manner or for any reason whatsoever.

4. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with chapter 11 of title 11 of the United States Code, to the extent applicable, and the laws of the State of Delaware applicable to agreements made and to be performed entirely within such state, including all matters of construction, validity and performance.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but of all of which together constitute one instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the date written above.

Design Master Color Tool, Inc.

By: Dwight J. Larmer

Name: DWIGHT J. LARMER

Title: May 19, 2021

Smithers-Oasis Company

By: _____

Name: _____

Title: _____

[Signature Page to IP Assignment Agreement]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the date written above.

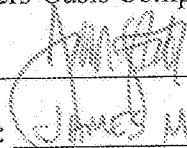
Design Master Color Tool, Inc.

By: _____

Name: _____

Title: _____

Smithers-Oasis Company

By: 

Name: JAMES M. STULL

Title: CHIEF FINANCIAL OFFICER

[Signature Page to IP Assignment Agreement]

EXHIBIT A TO IP ASSIGNMENT AGREEMENT
INTELLECTUAL PROPERTY

[See attached]

**DESIGN MASTER COLOR TOOL, INC.
PENDING/REGISTERED TRADEMARKS**

Trademark	Status	Country	App. Ser. Number	Filing Date	Reg. No.	Reg. Date	International Class(es)	Next Deadline
COLORTOOL	Registered	United States of America	73/752004	9/15/1988	1560346	10/17/1989	Class : 02 Int. Spray coating used for coloring fresh, dried and artificial flowers and foliage; fruits, arts, crafts, display items and all floral accessories	Renewal Due 10/17/2029
JUST FOR FLOWERS (Sylized)	Registered	United States of America	77/603043	10/29/2008	3701015	10/27/2009	Class : 02 Int. Decorative spray coating used for coloring fresh, dried and artificial flowers and foliage, fruits, arts and crafts, display items and all floral accessories	Renewal Due 10/27/2029
SPRAY TIPS	Registered	United States of America	73/654554	4/13/1987	1485248	4/19/1988	Class : 16 Int. Newsletters concerning paint	Renewal Due 4/19/2028
TINTTI. (Sylized)	Registered	United States of America	86/261083	4/24/2014	4645158	11/25/2014	Class : 02 Int. Decorative spray coating used for coloring fabric, paper, wood and fresh or artificial flowers	Renewal Due 11/25/2024
UBERFROST (Sylized)	Registered	United States of America	87/165754	9/9/2016	5449288	4/17/2018	Class : 02 Int. Decorative spray coating	Sections 8 & 15 Due 4/17/2024
UBERMATTE (Sylized)	Registered	United States of America	86/574947	3/24/2015	4925348	3/29/2016	Class : 02 Int. Decorative spray coating	Sections 8 & 15 Due 3/29/2022

**DESIGN MASTER COLOR TOOL, INC.
DESIGN MASTER TRADEMARK**

Registration Number	Status	Country	Design No.	Filing Date	Reg. No.	Reg. Date	International Class(es)	Description of Goods	Next Filing Date
DESIGN MASTER	Registered	Australia	1342573	2/3/2017	1342573	9/8/2017	Class : 02 Int. Aerosol spray paints, produced in a variety of colors	Renewal through WIPO Due 2/3/2027	
DESIGN MASTER	Registered	Canada	1821504	2/6/2017	TMA1013741	1/24/2019	Class: 02 Int. Aerosol spray paints, produced in a variety of colors, namely, florists' and crafting paint, fabric paint, paint for colouring fresh, dried and artificial flowers and foliage, paint for colouring interior and exterior home decorating surfaces, floral accessories and craft projects	Renewal Due 1/24/2034	
DESIGN MASTER	Registered	Colombia	1342573	2/3/2017	1342573	7/9/2018	Class : 02 Int. Aerosol spray paints, produced in a variety of colors	Renewal through WIPO Due 2/3/2027	
DESIGN MASTER	Registered	European Union (Community)	1342573	1/8/2019	1342573	7/11/2019	Class : 02 Int. Aerosol spray paints, produced in a variety of colors	Renewal through WIPO Due 2/3/2027	
DESIGN MASTER	Registered	India	1342573	2/3/2017	1342573	10/27/2017	Class : 02 Int. Aerosol spray paints, produced in a variety of colors	Renewal through WIPO Due 2/3/2027	
DESIGN MASTER	Registered	Indonesia	1342573	1/8/2019	1342573	12/18/2019	Class : 02 Int. Aerosol spray paints, produced in a variety of colors	Renewal through WIPO Due 2/3/2027	
DESIGN MASTER	Registered	Int'l Registration - Madrid Protocol Only	1342573	2/3/2017	1342573	2/3/2017	Class : 02 Int. Aerosol spray paints, produced in a variety of colors	Renewal through WIPO Due 2/3/2027	
DESIGN MASTER	Registered	Japan	1342573	2/3/2017	1342573	2/3/2017	Class : 02 Int. Aerosol spray paints, produced in a variety of colors	Renewal through WIPO Due 2/3/2027	
DESIGN MASTER	Published	Malaysia	2017001399	2/13/2017			Class : 02 Int. Aerosol spray paints, produced in a variety of colors		
DESIGN MASTER	Registered	Mexico	1342573	2/3/2017	1342573	5/3/2018	Class : 02 Int. Aerosol spray paints, produced in a variety of colors	Renewal through WIPO Due 2/3/2027	
DESIGN MASTER	Registered	New Zealand	1342573	2/3/2017	1342573	8/29/2017	Class : 02 Int. Aerosol spray paints, produced in a variety of colors	Renewal through WIPO Due 2/3/2027	
DESIGN MASTER	Registered	Philippines	1342573	2/3/2017	1342573	6/15/2017	Class : 02 Int. Aerosol spray paints, produced in a variety of colors	Declaration of Use due 2/3/2023; Renewal through WIPO Due 2/3/2027	
DESIGN MASTER	Registered	Russian Federation	1342573	1/8/2019	1342573	8/15/2019	Class : 02 Int. Aerosol spray paints, produced in a variety of colors	Renewal through WIPO Due 2/3/2027	
DESIGN MASTER	Registered	Singapore	SG40201708270	2/3/2017	1342573	10/6/2017	Class : 02 Int. Aerosol spray paints, produced in a variety of colors	Renewal through WIPO Due 2/3/2027	

DESIGN MASTER COLOR TOOL, INC.
DESIGN MASTER TRADEMARK

Registration Number	Class	Country	App. No. / Reg. No.	Priority Date	Reg. No.	Reg. Date	International Class(es) of Goods	Next Expiration
DESIGN MASTER	Registered	Turkey	1342573	1/8/2019	1342573	12/5/2019	International Class(es) of Goods Class : 02 Int. Aerosol spray paints, produced in a variety of colors	2/3/2027 Renewal through WIPO Due
DESIGN MASTER	Registered	United Kingdom	1342573	2/3/2017	1342573	2/3/2017	Class : 02 Int. Aerosol spray paints, produced in a variety of colors	2/3/2027 Renewal through WIPO Due
DESIGN MASTER	Registered	United States of America	73/654553	4/13/1987	1461554	10/20/1987	Class : 02 Int. Aerosol spray paints, produced in a variety of colors	10/20/2027 Renewal Due
DESIGN MASTER	Registered	Vietnam	1342573	2/3/2017	1342573	4/23/2018	Class : 02 Int. Aerosol spray paints, produced in a variety of colors	2/3/2027 Renewal through WIPO Due