

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693024

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Riley Group, Inc.		12/07/2021	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	Sherrill, Inc.		
Street Address:	496 Gallimore Dairy Road		
Internal Address:	Suite D		
City:	Greensboro		
State/Country:	NORTH CAROLINA		
Postal Code:	27409		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6167402	THE GROUNDSKEEPER II	
CORRESPONDENCE DATA			
Fax Number:	3034732720		
<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:	303-473-2710		
Email:	docket@hollandhart.com		
Correspondent Name:	Scott Havlick		
Address Line 1:	P.O. Box 8749		
Address Line 2:	Attn: Trademark Docketing		
Address Line 4:	Denver, COLORADO 80201		
ATTORNEY DOCKET NUMBER:	105459.0003		
NAME OF SUBMITTER:	Lisa P. Abelson		
SIGNATURE:	/lpabelson/		
DATE SIGNED:	12/07/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the “Assignment”), effective as of December 7, 2021 (“Effective Date”), is by and between The Riley Group, Incorporated, an Iowa corporation, (“Assignor”), and Sherrill, Inc., a Delaware corporation (“Assignee”).

WHEREAS, pursuant to a certain Asset Purchase Agreement entered into by and among Assignor, Assignee and the other parties thereto, dated as of the date hereof (the “Purchase Agreement”), Assignee purchased and acquired certain assets of Assignor, including all right, title, and interest, and all goodwill associated therewith, in and to all trademarks, service marks, trade names, logos, slogans, designs, trade dress, and other indicia of origin included in the Purchased Assets, including, but not limited to, the marks identified in Exhibit A and all applications, registrations, and common law rights therein, and all income, royalties, fees, damages, payments and proceeds due or payable with respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of any of the foregoing, in each case free and clear of all Encumbrances (collectively, the “Marks”); and

WHEREAS, Assignor and Assignee confirm their agreement whereby Assignor assigns to Assignee all right, title and interest in and to the Marks, including any and all goodwill associated therewith;

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee hereto agree as follows:

1. Pursuant to the terms of the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby confirm that it has sold, assigned, transferred, conveyed and delivered, and does hereby further assign, and transfer, to Assignee, its successors and assigns all of its right, title, and interest, throughout the world, in, to and under said Marks.

2. Assignor hereby agrees, at any time or from time to time, at the reasonable written request of Assignee, to execute, acknowledge and deliver such further instruments of sale, assignment, transfer, conveyance, delivery or assumption and to take such other actions as Assignee may reasonably request in order to more effectively consummate the transactions contemplated by this Assignment.

3. Assignee may record this Assignment with the United States Patent and Trademark Office and with comparable offices in other jurisdictions throughout the world, as well as with any other United States or foreign government office as may be necessary or appropriate. All costs associated with any such registrations or recordations shall be paid by Assignee.

4. This Assignment and all disputes relating thereto shall be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would otherwise require the application of the Laws of any jurisdiction other than the State of Delaware.

5. This Assignment may be executed simultaneously in multiple counterparts, and in separate counterparts (including via facsimile or portable document (PDF)), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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6. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

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WHEREFORE, the Assignor and Assignee have caused this Assignment to be duly executed below by their respective duly authorized officers as of the date first written above.

THE RILEY GROUP, INCORPORATED

By: *Pamela A. Riley*

Name: Pamela Riley

Title: President

SHERRILL, INC.

By: _____

Name: Peter W. Calamari

Title: Vice President

WHEREFORE, the Assignor and Assignee have caused this Assignment to be duly executed below by their respective duly authorized officers as of the date first written above.

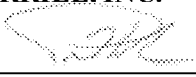
THE RILEY GROUP, INCORPORATED

By: _____

Name:

Title:

SHERRILL, INC.

By:  _____

Name: Peter W. Calamari

Title: Vice President

EXHIBIT A

All trademarks, service marks, trade names, logos, slogans, designs, trade dress, and other indicia of origin included in the Purchased Assets, including, but not limited to:

Jurisdiction	Mark	Reg. No.	Goods
UNITED STATES	THE GROUNDSKEEPER II	6,167,402	Hand tools, namely, rakes.

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