

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM703896

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900662527

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pillo, Inc.		10/30/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Stanley Black & Decker, Inc.
Street Address:	1000 Stanley Drive
City:	New Britain
State/Country:	CONNECTICUT
Postal Code:	06053
Entity Type:	Corporation: CONNECTICUT

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5764116	PILLO
Registration Number:	5716358	PILLO

CORRESPONDENCE DATA

Fax Number:

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.

Email: marissa.yu@freshfields.com
Correspondent Name: Marissa Yu
Address Line 1: 601 Lexington Avenue
Address Line 2: 31st Floor
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Marissa Yu
SIGNATURE:	/mmy/
DATE SIGNED:	01/21/2022

Total Attachments: 9

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NOTICE OF ASSIGNMENT OF INTELLECTUAL PROPERTY

Dated: December 6, 2021

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to that certain Assignment and Assumption Agreement dated as of October 30, 2020 and attached hereto as Exhibit A (the "Assignment") and the Asset Purchase Agreement referenced therein (the "APA"), Pillo, Inc. (the "Assignor") sold to Stanley Black & Decker, Inc. (the "Assignee") and the Assignee has purchased from Assignor, the Transferred Assets (as defined in the APA) including the patents and patent applications and the trademarks as set forth on Schedule 1 attached and all goodwill of the business connected with the use of and symbolized by the trademarks. Pursuant to Section 1(b) of the Assignment, the Assignor has authorized the Assignee to execute and record this notice of assignment of intellectual property with the United States Patent and Trademark Office in order to demand and receive any and all of the Transferred Assets.

Very truly yours,

STANLEY BLACK & DECKER, INC.

By: 

Name: Adan Ayala

Title: General Patent Counsel and
Assistant Secretary

SCHEDULE 1

Transferred Assets

Patents:

- 201730572506.4; China
- 1603185; Japan
- D885747; US
- 10555874; US
- 10780023; US
- 004009611; Europe

Patent Applications:

- 62/349257; US
- 62/464598; US
- 16/722990; US
- PCT/US2017/037048; International
- 17735270.5; Europe
- 3066877; Canada
- PCT/US2019/058520; International
- 62/752156; US
- 29/713748; US

Trademarks

Marks	Class	Country	Application #	Registration #	Date Filed	Registration Date	Attorney Ref
PILLO	9	United States of America	87/3928931	5764116	Mar 30, 2017	May 28, 2019	P1118.20000US01
PILLO	10	United States of America	87/475688	5716358	Jun 5, 2017	Apr 2, 2019	P1118.20000US00

EXHIBIT A

[See attached]

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) dated as of October 30, 2020 is entered into by and between Pillo, Inc., a Delaware corporation (“Seller”), Stanley Black & Decker, Inc., a Connecticut corporation (“Purchaser”), pursuant to the Asset Purchase Agreement (the “Asset Purchase Agreement”) dated as of October 30, 2020 between Seller and Purchaser. This Agreement is subject to all of the terms and conditions set forth in the Asset Purchase Agreement (which Asset Purchase Agreement shall govern in the event of a conflict between the terms hereof and those set forth in the Asset Purchase Agreement). Capitalized terms used herein but not defined herein shall have the meanings set forth in the Asset Purchase Agreement.

WHEREAS, pursuant to Section 2.02 of the Asset Purchase Agreement, Seller and Purchaser have agreed that Purchaser shall purchase all Transferred Assets and shall not assume any of Seller’s liabilities.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted:

1. Assignment and Assumption. (a) Subject to the terms of the Asset Purchase Agreement:

Purchaser does not assume any debts, liabilities or obligations of Seller.

(b) Seller hereby constitutes and appoints Purchaser as its true and lawful attorney, with full power of substitution, in the name of Seller but on behalf of and for the benefit of Purchaser: (i) to demand and receive any and all of the Transferred Assets and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (ii) to institute, prosecute, compromise and settle any and all actions or proceedings that Purchaser may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Transferred Assets; and (iii) to defend or compromise any or all actions or proceedings in respect of any of the Transferred Assets. Seller hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by Seller in any manner or for any reason.

2. Governing Law; Submission to Jurisdiction. (a) This Agreement and any dispute arising out of, relating to or in connection with this Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware.

(b) To the fullest extent permitted by applicable Law, each party hereto (i) agrees that any claim, action or proceeding by such party seeking any relief whatsoever arising out of, relating to or in connection with, this Agreement or the transactions contemplated hereby shall be brought in any federal or state court located in the state of Delaware, (ii) agrees to submit to the exclusive jurisdiction of such courts located in the State of Delaware for purposes of all legal proceedings arising out of, or in connection with, this Agreement or the transactions contemplated hereby, (iii) waives and agrees not to assert any objection that it may now or hereafter have to the laying of the venue of any such Action brought in such a court or

any claim that any such Action brought in such a court has been brought in an inconvenient forum, (iv) agrees that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 8.02 of the Asset Purchase Agreement or any other manner as may be permitted by Law shall be valid and sufficient service thereof and (v) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

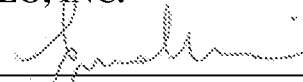
3. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be as effective as delivery of a manually executed counterpart of this Agreement.

4. Entire Agreement. This Agreement, together with the Asset Purchase Agreement (including the Seller Disclosure Schedule in final form) and the Transaction Agreements, constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the parties hereto with respect to the subject matter hereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

PILLO, INC.

By: 
Name: Emanuele Musini
Title: CEO

STANLEY BLACK & DECKER, INC.

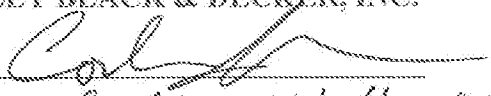
By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

PILLO, INC.

By: _____
Name:
Title:

STANLEY BLACK & DECKER, INC.

By: 
Name: Corbin Walburger
Title: VP, Business Development

Schedule 2.2

Transferred Assets

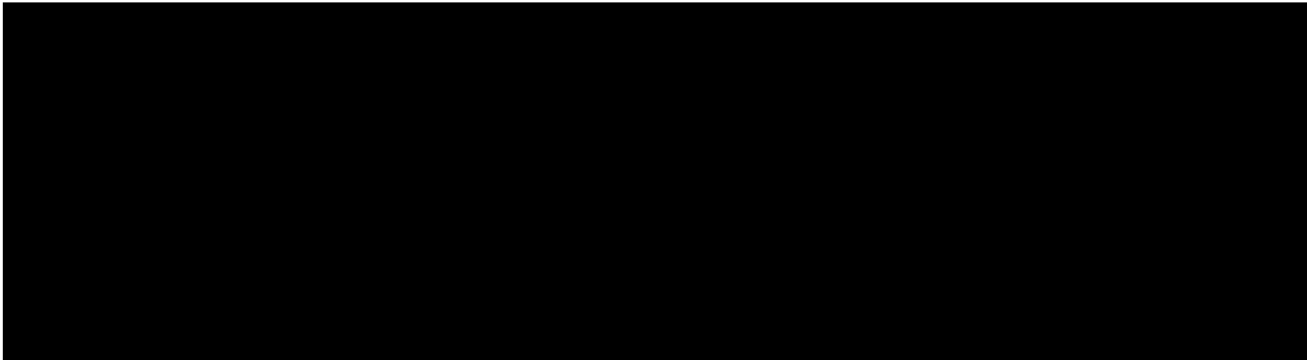
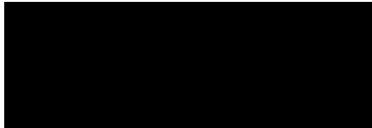
Patents:

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- 62/752156; US
- 29/713748; US





Trademarks (expressed as WGS Matter Number):

- P1118.20000US01
- P1118.20000US00

