

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM698231

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alpha International, Inc.		12/20/2021	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	Schylling Inc.		
Street Address:	21 High Street, Suite 400		
City:	North Andover		
State/Country:	MASSACHUSETTS		
Postal Code:	08145		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2049111	BIG WHEEL	
Registration Number:	2858047	BIG WHEEL	
Registration Number:	4459262	THE ORIGINAL BIG WHEEL	
CORRESPONDENCE DATA			
Fax Number:	2158325378		
<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:	2155695378		
Email:	bcraig@blankrome.com		
Correspondent Name:	Bradford C. Craig, Blank Rome LLP		
Address Line 1:	One Logan Square, 130 N. 18th Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	200729-00022		
NAME OF SUBMITTER:	Bradford C. Craig		
SIGNATURE:	/Bradford C. Craig/		
DATE SIGNED:	12/28/2021		
Total Attachments: 5			
source=(127735711)_(1)_GAIN_Schylling_Big Wheel Trademark Assignment Agreement [EXECUTED]#page1.tif			
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OP \$90.00 2049111

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is made and entered into as of December 20, 2021, by and between **Alpha International, Inc.**, an Iowa corporation with an address of 6738 6th Street SW, Cedar Rapids, Iowa 52404 ("Assignor"), and **Schylling Inc.**, a Delaware corporation with an address of 21 High Street, Suite 400, North Andover, Massachusetts 08145 ("Assignee"). Assignor and Assignee are individually referred to herein as a "Party," and collectively as the "Parties."

WHEREAS, the Parties entered into that certain Agreement and Bill of Sale, dated as of December [17], 2021 (the "Purchase Agreement"), pursuant to which Assignor sold, assigned, transferred, and conveyed to Assignee, among other assets, all right, title, and interest in and to the trademarks and the registrations therefor listed in Appendix A (the "Trademarks");

AND WHEREAS, the Parties wish to ratify and confirm such assignment in a writing suitable for recordation with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Assignment. Assignor does hereby irrevocably sell, assign, transfer, and convey to Assignee, its successors and assigns, the following:

a. all right, title, and interest in and to the Trademarks and the registrations therefor and all issuances, extensions, and renewals thereof, together with the goodwill of the business symbolized by and associated with said trademarks, free and clear of all liens, restrictions, leases, security interests, claims, charges or encumbrances whatsoever;

b. all rights of any kind whatsoever accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

c. 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

d. 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; Further Assurances. Assignor hereby authorizes the recordation of this Assignment with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions. Upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 necessary to effect, evidence, or perfect the assignment of the Trademarks to Assignee or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The Parties acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This 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 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 Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

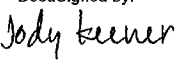
6. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee hereto have through their duly authorized representatives affixed their signatures below.

ASSIGNOR

ALPHA INTERNATIONAL, INC.

DocuSigned by:

3411BE2C43E44DD...

Name: Jody Keener
Title: President and Sole Stockholder
Date : 12/20/2021

ASSIGNEE

SCHYLLING INC.

Name: _____
Title: _____
Date: _____

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, Assignor and Assignee hereto have through their duly authorized representatives affixed their signatures below.

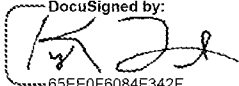
ASSIGNOR

ALPHA INTERNATIONAL, INC.

Name: _____
Title: _____
Date: _____

ASSIGNEE

SCHYLLING INC.

DocuSigned by:

65EE0F6084F342F... _____
Name: Kyle Largent _____
Title: Vice President & Assistant Secretary
Date: 12/20/2021 _____

[Signature Page to Trademark Assignment Agreement]

APPENDIX A
to TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARKS

Mark	Country	Registration No.	Registration Date
BIG WHEEL	USA	2049111	April 1, 1997
 BIG WHEEL and Design	USA	2858047	June 29, 2004
 THE ORIGINAL BIG WHEEL and Design	USA	4459262	December 31, 2013
BIG WHEEL	Canada	TMA859812	September 10, 2013
 BIG WHEEL and Design	Canada	TMA853924	June 25, 2013