TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM707019

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900673443

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trademark Holdings of Illinois, LLC		12/16/2021	Limited Liability Company: ILLINOIS

RECEIVING PARTY DATA

Name:	GC Corporation	
Street Address:	584-1, Nakahinata,	
City:	Oyama-cho, Suntou-gun Shizuoka	
State/Country:	JAPAN	
Postal Code:	410-1307	
Entity Type:	Corporation: JAPAN	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1163378	EXAFLEX
Registration Number:	3106773	EXAFAST
Registration Number:	3109281	EXAMIX

CORRESPONDENCE DATA

Fax Number: 3125693000

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.

Phone: 3125691535

Email: linda.prainito@faegredrinker.com

Correspondent Name: Faegre Drinker Biddle & Reath LLP

Address Line 1: 320 South Canal Street, Suite 3300

Address Line 2: Joseph M. Carrafiello/Linda A. Prainito

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 176257.340605

DOMESTIC REPRESENTATIVE

Name: Melissa S. Dillenbeck

Address Line 1: 320 South Canal Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60606

TRADEMARK
REEL: 007555 FRAME: 0326

900674419

NAME OF SUBMITTER:	Linda A. Prainito
SIGNATURE:	/Linda A. Prainito/
DATE SIGNED:	02/08/2022

Total Attachments: 3

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TRADEMARK REEL: 007555 FRAME: 0327

UNITED STATES TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, effective December 13, 2021 by and between Trademark Holdings of Illinois, LLC ("Assignor"), a limited liability organized under the laws of the state of Illinois and GC Corporation ("Assignee"), a corporation organized under the laws of the country of Japan.

WHEREAS, Assignor and Assignee have previously agreed that Assignee retains the Option to acquire certain trademarks from Assignor, including those trademarks listed in <u>Schedule</u> A attached hereto and made a part hereof (the "Marks");

WHEREAS, Assignor is the current owner of the Marks, and Assignor has made use and has continued to make use through license of the Marks, which have inured, and which currently continue to inure to the benefit of Assignor;

WHEREAS, Assignee wishes to exercise its Option to acquire, and Assignor wishes to assign, all of Assignor's right, title and interest in the United States in and to the Marks as listed in Schedule A; and

WHEREAS, Assignor wishes to assign all of its rights in the United States in the Marks together with the goodwill of the business in connection with which the Marks are used;

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

- 1. Assignor does hereby sell, grant, assign, transfer, convey and deliver to Assignce all of its right, title and interest in the United States in and to the Marks together with the goodwill of the business in connection with which the Marks are used.
- Assignor authorizes and requests the United States Patent and Trademark Office to record Assignee as the owner of the entire right, title and interest in and to the Marks in the United States, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives. Assignor, at its sole cost and expense, will take all steps necessary to effectuate the recording.
- 3. Assignor agrees to indemnify and hold Assignee harmless from any tax liability that results from any gain recognized by Assignee as a result of this transfer, including any accounting, expert witness and reasonable attorneys' fees related thereto.
- 4. Assignor, at its sole cost and expense, shall perform whatever acts are deemed necessary or desirable to preserve and protect, and to vest in Assignee, ownership of and title to the Marks.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this assignment to be signed and executed by their duly authorized officers or agents on the date first written below.

Trademark Holdings of Illinois, LLC

RECORDED: 02/02/2022

GC Corporation

Name: Toshihiro Sekiguchi

Title: Manager, Intellectual Property

Strategy Group, Research & Development Dept.

Date: December 14, 2021

TRADEMARK REEL: 007555 FRAME: 0329