

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732231

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900680848		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Duncan Enterprises		03/02/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Paisley Crafts, LLC		
Street Address:	2515 South Road		
Internal Address:	5th Floor		
City:	Poughkeepsie		
State/Country:	NEW YORK		
Postal Code:	12601		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97054618	ALEENE'S INSTANT TACKY	
CORRESPONDENCE DATA			
Fax Number:	2486410270		
<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>			
Email:	troymailroom@harnessip.com, hbennett@harnessip.com		
Correspondent Name:	Harness, Dickey & Pierce, P.L.C.		
Address Line 1:	5445 Corporate Dr.		
Address Line 2:	Suite 200		
Address Line 4:	Troy, MICHIGAN 48098		
ATTORNEY DOCKET NUMBER:	18899-200060-US-01		
NAME OF SUBMITTER:	Heather Bennett-Spurck		
SIGNATURE:	/Heather Bennett-Spurck/		
DATE SIGNED:	06/03/2022		
Total Attachments: 4			
source=TM Assignment#page1.tif			
source=TM Assignment#page2.tif			
source=TM Assignment#page3.tif			

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment Agreement") is made and entered into as of March 2, 2022 (the "Effective Date") by and between Duncan Enterprises, a California corporation (the "Assignor"), on the one hand, and Paisley Crafts, LLC, a Delaware limited liability Company (the "Assignee"), on the other hand.

WHEREAS Assignor, Assignee, Larry Duncan, Debra J. Kratzer and The Dyson-Kissner-Moran Corporation have entered into an Asset Purchase Agreement, dated as of December 30, 2021 (the "Purchase Agreement");

AND WHEREAS pursuant to the Purchase Agreement, Assignor and Assignee agreed to enter into this Assignment Agreement effective as a condition of Closing;

AND WHEREAS Assignor is the owner of certain Intellectual Property Rights (as defined in the Purchase Agreement), including the items set out in Schedule "A" hereto (the "Scheduled Intellectual Property");

AND WHEREAS Assignee is desirous of acquiring the whole right, title and interest in and to such Intellectual Property Rights, together with the goodwill associated with such Intellectual Property Rights, and the goodwill of the business associated with such Intellectual Property Rights, including all rights to sue for past, present and future infringements or violations of such Intellectual Property Rights; and

AND WHEREAS capitalized terms not otherwise defined in this Assignment Agreement shall have the meanings ascribed to them in the Purchase Agreement,

NOW THEREFORE, in consideration of the premises and covenants set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor confirms that it has sold, assigned, transferred and set over, and does sell, assign, transfer and set over to Assignee, as of the Effective Date, all of Assignor's right, title, property, interest and benefit in and to such Intellectual Property Rights, including the Scheduled Intellectual Property, together with the goodwill associated with such Intellectual Property Rights, and the goodwill of the Business associated with such Intellectual Property Rights, including all rights to sue for past, present and future infringements or violations of such Intellectual Property Rights;

Assignor will, upon request of Assignee and without further consideration but at the expense of the Assignee, provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively carry out the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Scheduled Intellectual Property and this

Assignment Agreement; (3) obtaining any protection or registration relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in any jurisdiction in the world; and (4) in the implementation or perfection of this Assignment Agreement.


This Assignment is governed by and will be interpreted and construed in accordance with the domestic 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 cause the application of the Laws of any jurisdiction other than the State of Delaware. Notwithstanding anything to the contrary herein, in the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail, and nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be executed by their duly authorized representatives as of the Effective Date.

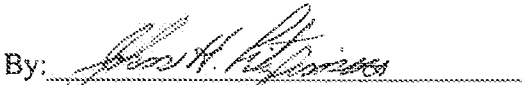
ASSIGNOR

DUNCAN ENTERPRISES

By: 
Name: _____
Title: CHAIRMAN

ASSIGNEE

PAISLEY CRAFTS, LLC

By: 
Name: John H. FitzSimons
Title: Vice President

[Signature page to Intellectual Property Assignment Agreement]

Schedule "A"

REGISTERED TRADEMARKS

Trademark	Registration/ Filing Date	Application No.	Registration No.	Jurisdiction
ALEENE'S INSTANT TACKY	9/30/2021	97054618	PENDING	US