

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736535

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900681624		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Monkey Hook, LLC		03/07/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	The Hillman Group, Inc.		
Street Address:	10590 Hamilton Avenue		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78375542	THE AMAZING MONKEY HOOK	
Serial Number:	77695172	MONKEY HOOK	
Serial Number:	77449320	GORILLA GRADE	
Serial Number:	90192665	SO EASY EVEN HUMANS CAN DO IT!	
CORRESPONDENCE DATA			
Fax Number:	9374436635		
<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:	5133526592		
Email:	ipdocket@thompsonhine.com		
Correspondent Name:	THOMPSON HINE LLP / MICHAEL J. NIEBERDING		
Address Line 1:	10050 INNOVATION DRIVE, SUITE 400		
Address Line 4:	DAYTON, OHIO 45342		
ATTORNEY DOCKET NUMBER:	091226-016		
NAME OF SUBMITTER:	Michael J. Nieberding		
SIGNATURE:	/michael j nieberding/		
DATE SIGNED:	06/23/2022		

Total Attachments: 4

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ASSIGNMENT AND ASSUMPTION OF TRADEMARK RIGHTS

THIS TRADEMARK ASSIGNMENT (the “**Assignment**”) is executed, acknowledged, and delivered by The Monkey Hook, LLC, a California Limited Liability Company, with its principal place of business located at 1601 Alton Pkwy STE D, Irvine CA 92606 (“**Assignor**”) and The Hillman Group, Inc., a Delaware corporation, with its principal place of business located at 10590 Hamilton Avenue, Cincinnati, OH 45231 (“**Assignee**”), in accordance with, and pursuant to the terms and conditions of the Asset Purchase Agreement having an Effective Date of March 7, 2022 (the “**Agreement**”) between Assignor, as Seller and Assignee as Buyer.

The “**Assigned Marks**” means the trademarks and trademark applications listed on **Exhibit A**.

NOW THEREFORE, be it known that, for good and valuable consideration, the receipt of which from Assignee is hereby acknowledged, Assignor, has sold, assigned, transferred, and set over, and does hereby irrevocably sell, assign, transfer, and set over unto the Assignee, and Assignee hereby accepts, its entire right, title, and interest (i) in and to the Assigned Marks, including any and all common law rights, state or federal registrations thereof, all trade name rights, service name rights, and all of the goodwill of the business pertaining to the Assigned Marks, and all tangible and electronic embodiments of the Assigned Marks, and (ii) in and to causes of action and enforcement rights for the Assigned Marks including all rights to pursue damages, injunctive relief, and other remedies for past, present, and future infringement of the Assigned Marks.

AND, ASSIGNOR HEREBY further covenants and agrees that it will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to it respecting the Assigned Marks, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to the Assigned Marks, in said Assignee, its successors and assigns, and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper protection for the Assigned Marks in the United States and all foreign territories, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

Notwithstanding anything to the contrary herein, Assignor and Assignee are executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement. In the event of any conflict between the terms of this Assignment and those of the Agreement, the terms of the Agreement shall be controlling.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

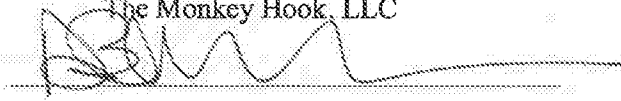
This Assignment shall be governed by, and construed in accordance with the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first listed above.

ASSIGNOR

The Monkey Hook, LLC

By:



Typed Name:

DAVID B. KURRASCH

Title:

MANAGING MEMBER

Date:

March 7, 2022

ASSIGNEE

The Hillman Group, Inc.

By:

Typed Name:

Kenneth Koch

Title:

VP - Business Development

Date:

March 7, 2022

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first listed above.

ASSIGNOR

The Monkey Hook, LLC

By: _____

Typed Name: _____

Title: _____

Date: March 7, 2022 _____

ASSIGNEE

The Hillman Group, Inc.

By: Kenneth Koch _____

Typed Name: Kenneth Koch _____

Title: VP – Business Development _____

Date: March 7, 2022 _____

Exhibit A
Trademarks

1. The Amazing Monkey Hook (Design, plus Words)
 - a. Status: LIVE
 - b.S/N: 78375542 / Registration #: 3038386
 - c.Initiated on: February 27, 2004 / Registered on: January 3, 2006
 - d.Registrant: The Monkey Hook, LLC.

2. Monkey Hook (Standard Character Mark)
 - a.Status: LIVE
 - b.S/N: 77695172 / Registration #: 3679752
 - c.Initiated: Filing Date: March 19, 2009 / Registration Date: September 8, 2009
 - d.Registrant: The Monkey Hook, LLC

3. Gorilla Grade (Design, plus words)
 - a.Status: LIVE
 - b.S/N: 77449320 / Registration #: 3543106
 - c.Initiated: Filing Date: April 16, 2008 / Registration Date: December 9, 2008
 - d.Registrant: The Monkey Hook, LLC

4. So Easy, *Even* Humans Can Do It! (Standard Character mark)
 - a.Status: LIVE
 - b.S/N: 90192665/ Registration #: 6363349
 - c.Initiated: Filing Date: September 18, 2020 / Registration Date: May 25, 2021
 - d.Registrant: The Monkey Hook, LLC