

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM737233

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FGI Industries, Inc.		09/01/2021	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Foremost Home Inc.		
Street Address:	906 murray road		
City:	East hanover		
State/Country:	NEW JERSEY		
Postal Code:	07936		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4433052	AFTERGLOW	
Registration Number:	4904360	AFTERGLOW	
Registration Number:	5843736	CORE PRO COOKING	
Registration Number:	5438836	CORE PRO COOKING	
Registration Number:	6142743	CORE PRO COOKING	
Registration Number:	3860458	FOREMOST	
Registration Number:	3930490	FOREMOST CASUAL	
Serial Number:	97081244	JUST WOOD	
Serial Number:	90204054	NEUWOOD	
Serial Number:	97236056	VV	
Registration Number:	4512635	TESSA	
Registration Number:	5716179	V VERANDA CLASSICS	
CORRESPONDENCE DATA			
Fax Number:	2159882757		
<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:	2159883303		
Email:	laura.mcneely@faegredrinker.com		
Correspondent Name:	Robert E. Cannuscio		
Address Line 1:	One Logan Square		

OP \$315.00 4433052

Address Line 2: Suite 2000
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6996

NAME OF SUBMITTER: Robert E. Cannuscio

SIGNATURE: /Robert E. Cannuscio/

DATE SIGNED: 06/27/2022

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Assignment**”), effective as of September 1, 2021, is made by and between FGI Industries, Inc., a New Jersey Corporation, formerly Foremost Groups, Inc., (“**Assignor**”) and Foremost Home Inc., a New Jersey Corporation, (“**Assignee**”). Each of Assignor and Assignee is referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, certain assets of Assignor were contributed to Assignee pursuant to a certain Subscription Agreement dated August 20, 2021, including certain intellectual property assets; and

WHEREAS, Assignee and Assignor wish to confirm the assignment of the intellectual Assigned IP (defined below) from Assignor to Assignee.

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

1. Definitions.

- a. “FGI Field of Use” shall mean bath and kitchen products and related services, for commercial and residential.
- b. “FHI Field of Use” shall mean home and outdoor products and related services.

2. Assignment. Assignor confirms that it did assign, and does hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (the “**Assigned IP**”):

- a. the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);
- b. the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
- c. the copyright registrations and applications for registration set forth on Schedule 3 hereto, and all issuances, extensions, and renewals thereof (the “**Copyrights**”);
- d. all intellectual property rights, interests and protections exclusively associated with the Assigned IP and used in the FHI Field of Use, including any and all (i) confidential and proprietary information and all rights therein, formulas, designs, inventions, devices, technology, discoveries, improvements, business and technical information and know-how, research and development, inventions, tools, methods, processes, compositions, trade secrets, databases, and data collections; (ii) common law rights related to trademarks; (iii) rights of publicity moral rights and rights of attribution and integrity; (iv) software rights; and (v) works of authorship, unregistered copyrights, published and unpublished written materials, (collectively, “**Other IP Rights**”);

- e. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - f. 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
 - g. 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.
3. Jointly Owned Other IP Rights. For any Other IP Rights that each Party uses in its business, other than any common law marks that include the FOREMOST brand, the Parties shall jointly own such Other IP Rights.
 4. Recordation and Further Actions. Assignor hereby authorizes the applicable government entity or regulatory agency to record and register this Assignment upon request by Assignee. Following the date hereof, 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.
 5. Counterparts. This Agreement 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 Agreement 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 Agreement.
 6. 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.
 7. 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 New Jersey, without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee, intending to be legally bound hereby, have executed and delivered this Assignment on the date first written above.

ASSIGNOR

FGI INDUSTRIES, INC.

By: 

Name: John Chen

Title: Executive Chairman

ASSIGNEE

FOREMOST HOME INC.

By: 

Name: John Chen

Title: Corporate Development

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Country	Title	Application No.	Filing Date	Patent No.	Issue Date	Status
US	ADJUSTABLE SEAT CUSHION	29/239,166	27-Sep-2005	D538,094	13-Mar-2007	Expired
US	FOLDING CHAIR	29/253,845	14-Feb-2006	D543,738	05-Jun-2007	Expired
US	CABINET	29/261,706	19-Jun-2006	D552,377	09-Oct-2007	Expired
US	CHAIR	29/501,347	03-Sep-2014	D742,130	03-Nov-2015	Granted
US	CHAIR	29/501,353	03-Sep-2014	D743,197	17-Nov-2015	Granted
US	TABLE	29/501,354	03-Sep-2014	D783,323	11-Apr-2017	Granted
US	CHAIR	29/502,057	11-Sep-2014	D740,061	06-Oct-2015	Granted
US	TABLE	29/502,058	11-Sep-2014	D788,507	06-Jun-2017	Granted
US	CHAIR	29/501,358	03-Sep-2014	D741,612	27-Oct-2015	Granted
US	TABLE	29/501,363	03-Sep-2014	D783,322	11-Apr-2017	Granted
US	CHAIR	29/501,365	03-Sep-2014	D742,131	03-Nov-2015	Granted
US	PLATE WITH CURVED RAISED SURFACES	29/497,972	30-Jul-2014	D743,014	10-Nov-2015	Granted
US	VENTILATOR HOOD	29/507,080	23-Oct-2014	D755,362	03-May-2016	Granted
US	WHEEL RIM	29/525,102	27-Apr-2015	D776,896	17-Jan-2017	Granted
Canada	VENTILATOR HOOD	159589	17-Nov-14	159589	23-Jul-15	Expired

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Country	Application No.	Filing Date	Registration No.	Grant Date	Status
AFTERGLOW	US	85/451088	19-Oct-2011	4433052	12-Nov-2013	Registered
AFTERGLOW	US	86/652744	5-Jun-2015	4904360	23-Feb-2016	Registered
AFTERGLOW	Canada	1566794	1-Mar-2012	TMA896873	19-Feb-2015	Registered
CORE PRO COOKING	US	88/290859	6-Feb-2019	5843736	27-Aug-2019	Registered
CORE PRO COOKING & Design	US	87/023160	3-May-2016	5438836	03-Apr-2018	Registered
CORE PRO COOKING & Design	US	88/290883	6-Feb-2019	6142743	01-Sep-2020	Registered
DRAW IT YOURSELF	Canada	1657791	24-Dec-2013	TMA915454	29-Sep-2015	Registered
FOREMOST	Australia	2048636	4-Nov-2019	2048636	04-Nov-2019	Registered
FOREMOST	US	77/951167	4-Mar-2010	3860458	12-Oct-2010	Registered
FOREMOST CASUAL	US	77/905554	5-Jan-2010	3930490	15-Mar-2011	Registered
JUST WOOD	US	97/081244	19-Oct-2021			Pending
JUST WOOD	Canada	2147164	15-Nov-2021			Pending
NEUWOOD (Stylized)	EU	018324603	21-Oct-2020	18324603	22-Jun-2021	Registered
NEUWOOD (Stylized)	Canada	2058685	20-Oct-2020			Pending
NEUWOOD (Stylized)	US	90/204054	23-Sep-2020			Pending
NeuWood Logo	US	97236056	24-Jan-2022			Pending
NOVAL WOOD	EU	018324613	21-Oct-2020	18324613	22-Jun-2021	Registered
NOVAL WOOD	Canada	2058681	20-Oct-2020			Pending
TESSA	US	85/951076	5-Jun-2013	4512635	08-Apr-2014	Registered
TESSA	Canada	1652635	19-Nov-2013	TMA894922	23-Jan-2015	Registered
V VERANDA CLASSICS & Design	Australia	A0067027	12-May-2018	1361693	21-Dec-2017	Registered
V VERANDA CLASSICS & Design	EU	A0067027	24-Aug-2017	1361693	26-Jan-2018	Registered
V VERANDA CLASSICS & Design	Madrid		12-May-2017	1361693	24-Aug-2017	Registered
V VERANDA CLASSICS & Design	Mexico	A0067027	12-May-2018	1361693	04-Jun-2018	Registered
V VERANDA CLASSICS & Design	US	87/338233	16-Feb-2017	5716179	02-Apr-2019	Registered
V VERANDA CLASSICS & Design	Canada	1823349	17-Feb-2017	TMA1020401	30-Apr-2019	Registered
V VERANDA CLASSICS & Design	UK	A0067027	12-May-2017	1361693	1/26/2018	Registered

SCHEDULE 3

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

Title	Country	Case Status	Registration No.
Instruction Manual: Glass Door Merchandiser Refrigerator and Freezer (Swing and Sliding Door)	United States of America	Registered/Granted	TX 8-020-893
Instruction Manual: LineCook Pro Gas Countertop Charbroilers	United States of America	Registered/Granted	TX 8-020-898
Instruction Manual: LineCook Pro Gas Countertop Griddles	United States of America	Registered/Granted	TX 8-020-907
Instruction Manual: LineCook Pro Gas Floor Fryers	United States of America	Registered/Granted	TX 8-026-723
Instruction Manual: LineCook Pro Gas Hot Plates / Cooktops	United States of America	Registered/Granted	TX 8-020-903
Instruction Manual: Prep Tables & Undercounter Refrigeration [2013 Prep Tables Manual]	United States of America	Registered/Granted	TX7-915-332
Instruction Manual: Reach-In Refrigerators & Freezers	United States of America	Registered/Granted	TX 8-020-867
Service, Installation and Care Manual: Pizza Prep Tables, Sandwich / Salad Units, Undercounter Refrigerators and Freezers, Worktop Refrigerators and Freezers [2007 Prep Tables Manual]	United States of America	Registered/Granted	TX 7-915-329
Barcelona Chair: Back Frame Detail	United States of America	Registered/Granted	VA 1-849-227
Eleganza Chair: Arm and Back Frame Detail	United States of America	Registered/Granted	VA 1-849-996
Espana Chair: Arm and Back Frame Details	United States of America	Registered/Granted	VA 1-849-997
San Marino Chair: Back Frame Detail	United States of America	Registered/Granted	VA 1-923-680
San Marino Table Top	United States of America	Registered/Granted	VA 1-849-287
San Paulo Chair: Back Frame Detail	United States of America	Registered/Granted	VA 1-849-153
Tuscany Rectangular Dining Table Top	United States of America	Registered/Granted	VA 1-896-573
Tuscany Round Dining Table Top and Base	United States of America	Registered/Granted	VA 1-896-572

ACTIVE.135857865.01

RECORDED: 06/27/2022

**TRADEMARK
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