

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751329

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUCCESSORIES.COM, LLC		03/28/2018	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	SUCCESSORIES, INC.		
Street Address:	6421 Congress Ave.		
Internal Address:	Ste 206		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33487		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2498747	CORPORATE EXPRESSIONS	
Registration Number:	1789387	CORPORATE IMPRESSIONS	
Registration Number:	1871350	ETCHED IN STONE	
Registration Number:	1909482	SUCCESSORIES	
Registration Number:	2612979	SUCCESSORIES	
CORRESPONDENCE DATA			
Fax Number:	9549240717		
<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:	9549240707		
Email:	trademark@patentmiami.com		
Correspondent Name:	Robert M. Schwartz		
Address Line 1:	P.O. Box 221470		
Address Line 4:	Hollywood, FLORIDA 33022		
ATTORNEY DOCKET NUMBER:	SU794.000e		
NAME OF SUBMITTER:	Robert M. Schwartz, Attorney of Record		
SIGNATURE:	/robert m schwartz/		
DATE SIGNED:	08/25/2022		

OP \$140.00 2498747

Total Attachments: 8

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of March 28, 2018, ("Effective Date"), by and between Successories.com, LLC ("Assignor") and Successories, Inc. ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of March 13, 2018 ("Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the assets, properties and rights pertaining to the Business as defined in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all trademarks and service marks (and registrations therefor) relating to the Business, including, without limitation, the trademark registrations set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith, (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for Canada, including, without limitation, all registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States and Canada, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in Canada, to record Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

Assignor represents and warrants that: (i) to the best of Assignor's knowledge, it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) to the best of Assignor's knowledge, it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall, at Assignee's expense, take all further actions, and 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 effectuate 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 Marks and this Assignment; (3) obtaining any additional

trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

If Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as the Assignor's agent and attorney in fact, which appointment is coupled with an interest, to act for and on the Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by the Assignor.

* * * * *

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

SUCCESSORIES.COM, LLC
("Assignor")

By: 

Name: Werner Struhl

Title: CEO

SUCCESSORIES, INC.
("Assignee")

By: 

Name: Richard Finkler

Title: President & CEO

SCHEDULE A

U.S. Trademark Registrations:

<i>Mark</i>	<i>Registration No.</i>
Corporate Expressions	2498747
Corporate Impressions	1789387
Etched in Stone & Design	1871350
Successories	1909482
Successories	2612979

Canada Trademark Registrations:

<i>Mark</i>	<i>Registration No.</i>
Successories	TMA471002
S Design	TMA740769