

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM755573

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SG Service Co., LLC		09/14/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Silver Star Brands, Inc.		
Street Address:	250 City Center		
City:	Oshkosh		
State/Country:	WISCONSIN		
Postal Code:	54906		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	90887572	TRADITIONS	
Serial Number:	90887876	GAVILAN'S	
Serial Number:	90887976	SIGNATURES	
Serial Number:	77901011	ALDENS	
Serial Number:	76305310	MAKE LIFE EASIER	
Serial Number:	75320926	TRADITIONS	
Serial Number:	74025402	GAVILAN'S	
Serial Number:	73683231	HANDSOME REWARDS	
Serial Number:	73592892	STARCREST	
Serial Number:	73312186	SIGNATURES	
CORRESPONDENCE DATA			
Fax Number:	2033255001		
<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:	2033255049		
Email:	mholmes@fdh.com		
Correspondent Name:	Matthew Holmes		
Address Line 1:	Six Landmark Square		
Address Line 2:	Floor Six		
Address Line 4:	Stamford, CONNECTICUT 06901		

OP \$265.00 90887572

NAME OF SUBMITTER:	Matthew Holmes
SIGNATURE:	/Matthew Holmes/
DATE SIGNED:	09/15/2022
Total Attachments: 6 source=02 - Intellectual Property Assignment (Seller to Buyer) - Project Zodiac#page1.tif source=02 - Intellectual Property Assignment (Seller to Buyer) - Project Zodiac#page2.tif source=02 - Intellectual Property Assignment (Seller to Buyer) - Project Zodiac#page3.tif source=02 - Intellectual Property Assignment (Seller to Buyer) - Project Zodiac#page4.tif source=02 - Intellectual Property Assignment (Seller to Buyer) - Project Zodiac#page5.tif source=02 - Intellectual Property Assignment (Seller to Buyer) - Project Zodiac#page6.tif	

ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT (this “*Agreement*”) is made and entered into as of September 14, 2022, by and between SG Service Co., LLC, a Delaware limited liability company (“*Assignor*”), in its sole and limited capacity as assignee for the benefit of creditors of StarCrest Products of California, Inc., a Delaware corporation (“*Starcrest*”), and Silver Star Brands, Inc., a Wisconsin corporation (“*Assignee*”).

BACKGROUND

Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “*Purchase Agreement*”), pursuant to which Assignee is purchasing certain Purchased Assets (as defined in the Purchase Agreement) from Assignor; and

This Agreement is contemplated by the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- 1. Capitalized Terms.** Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.
- 2. Assignment and Assumption.** Effective as of the Closing Date, Assignor hereby assigns, sells, conveys, delivers and transfers to Assignee all of Assignor’s right, title and interest in the intellectual property included in the Purchased Assets (including, but not limited to, the intellectual property listed on **Exhibit A** hereto) (collectively, the “*Assigned IP*”), together with the goodwill associated therewith, licenses and sublicenses granted or obtained with respect thereto, for the full terms thereof throughout the world, all rights of priority therein in any country as may now or hereafter be granted to Assignor by law, treaty or other international convention, all income, royalties and payments due or payable with respect to all of the Assigned IP, as well as all the rights to sue and recover damages or obtain other relief or remedies against past and future infringements or misappropriations thereof, and all other corresponding rights that are or may be secured under the laws of the United States, or any other country, now or hereafter, the same to be used and enjoyed by Assignee and for the use and enjoyment of its successors, assigns, designees and 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.
- 3. Waiver.** Assignor hereby acknowledges and agrees that, solely as between Assignor and Assignee, Assignee shall be the owner of the Assigned IP for any lawful purpose without restriction, and Assignor hereby waives in favor of the Assignee any and all moral rights Assignor may have to any assigned copyright works with respect to the Assigned IP in the United States of America, and all other countries, including, without limitation, any rights Assignor may have under 17 U.S.C. § I 06A, including, without limitation, any and all rights of identification of authorship, any and all rights

of approval, restriction or limitation on use or subsequent modifications. This waiver shall extend to the successors in title to the Assigned IP.

4. Terms of the Purchase Agreement. The Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded and/or modified hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Further Actions. At Assignee's sole cost and expense, Assignor agrees to provide the authorizations and forms to the applicable registration organization, or to Assignee if appropriate, and will comply promptly with all other remaining steps, in each case, which is necessary to transfer all domain names included in the Assigned IP and held by the Assignor or by third parties on its behalf, including, but not limited to the domain names set forth on **Exhibit B** hereto (the "**Domain Names**").

6. Amendments. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the parties hereto.

7. Successors and Assigns. Each of Assignor and Assignee covenants and agrees that the covenants contained herein shall be binding upon its respective successors and assigns and shall inure to the benefit of the successors and assigns of Assignor and Assignee, as applicable.

8. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof or thereof, or the application of such provision to persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby or thereby, as the case may be, is not affected in any manner adverse to any party. Upon such determination, the parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to affect the original intent of the parties.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of laws principles that would require the application of the laws of any other jurisdiction.

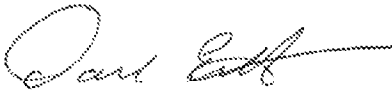
10. Electronic Transmission; Counterparts. This Agreement may be executed by delivery of facsimile or electronic signatures in .pdf or similar format and may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNEE:

SILVER STAR BRANDS, INC.

By: 
Name: David Elliott
Title: Executive Vice President

ASSIGNOR:

SG SERVICE CO., LLC

By: _____
Name:
Title:

[Signature Page to Assignment and Assumption of Intellectual Property Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.


ASSIGNEE:

SILVER STAR BRANDS, INC.

By: _____
Name:
Title:

ASSIGNOR:

SG SERVICE CO., LLC

By:  _____
Name: David P. Stapleton
Title: Manager

[Signature Page to Assignment and Assumption of Intellectual Property Agreement]

EXHIBIT A

A) Trademarks

Registered Trademarks:

Owner of Record	Country	Mark	Design	Application Number	Application Date	Registration Number	Registration Date
STARCREST PRODUCTS OF CALIFORNIA, INC.	USA	TRADITIONS	TRADITIONS	App 90887572	App 17-AUG-2021		
STARCREST PRODUCTS OF CALIFORNIA, INC.	USA	GAVILAN'S	GAVILAN'S	App 90887876	App 17-AUG-2021		
STARCREST PRODUCTS OF CALIFORNIA, INC.	USA	SIGNATURES	SIGNATURES	App 90887976	App 17-AUG-2021		
STARCREST PRODUCTS OF CALIFORNIA, INC.	USA	ALDENS	ALDENS	App 77901011	App 25-DEC-2009	Reg 4298477	Reg 05-MAR-2013
STARCREST PRODUCTS OF CALIFORNIA, INC.	USA	MAKE LIFE EASIER		App 76305310	App 27-AUG-2001	Reg 3037036	Reg 03-JAN-2006
STARCREST PRODUCTS OF CALIFORNIA, INC.	USA	TRADITIONS		App 75320926	App 08-JUL-1997	Reg 2526378	Reg 08-JAN-2002
STARCREST PRODUCTS OF CALIFORNIA, INC.	USA	GAVILAN'S		App 74025402	App 05-FEB-1990	Reg 1672180	Reg 14-JAN-1992
STARCREST PRODUCTS OF CALIFORNIA, INC.	USA	HANDSOME REWARDS		App 73683231	App 08-SEP-1987	Reg 1487980	Reg 10-MAY-1988
STARCREST PRODUCTS OF CALIFORNIA, INC.	USA	STARCREST		App 73592892	App 11-APR-1986	Reg 1425269	Reg 13-JAN-1987

Owner of Record	Country	Mark	Design	Application Number	Application Date	Registration Number	Registration Date
STARCREST PRODUCTS OF CALIFORNIA, INC.	USA	SIGNATURES		App 73312186	App 27-MAY-1981	Reg 1198331	Reg 15-JUN-1982

Common Law Trademarks:

1. StarCrest
2. Signatures
3. Handsome Rewards
4. Make Life Easier
5. Gavilan's
6. Traditions
7. Tip Top Traders
8. Alden's

B) Copyrights

Copyright	Registration Number / Date	Date of Creation / Date of Publication	Description / Type of Work	Copyright Claimant
[Advertisement for suitcase organizer]	TX0001987861 / 1987-01-16	1983 / 1983-03-07	1 p. / Text	Starcrest Products of California, Inc.
Animal bowling: no. F-68228R-1	VA0001220825 / 2003-12-11	2002 / 2003-01-07	Advertisement / Visual Material	Starcrest Products of California, Inc.
Bird nesting houses: no. F-64020R-1	VA0001220824 / 2003-12-11	2002 / 2002-04-17	Advertisement / Visual Material	Starcrest Products of California, Inc.

C) Patents

None.