900741036 12/29/2022 TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM777222

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONFIRMATORY ASSIGNMENT, Effective March 29, 2022

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cenveo Worldwide Limited		12/23/2022	Corporation: DELAWARE
LightningLabels.com LLC		12/23/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Brook & Whittle Limited	
Street Address:	20 Carter Drive	
City:	Guilford	
State/Country:	CONNECTICUT	
Postal Code:	06437	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark				
Registration Number:	2758571	LIGHTNING LABELS				
Registration Number:	5330849	LIGHTNINGQUOTE				
Registration Number:	5310028	LIGHTNING LABELS				
Serial Number:	97074602	CUSTOM LABELS AND STICKERS PRINTED LIGHT				
Registration Number:	2751979	LANCER LABEL				
Registration Number:	1434953	DISCOUNT LABELS				
Registration Number:	3292947	DISCOUNT LABELS				
Registration Number:	3338782	CLICKPRINT				
Registration Number:	2628604	PRINTCOMMERCE				
Registration Number:	4847714	ANYSHAPE				
Registration Number:	5344812	DISCOUNT LABELS				
Registration Number:	5543772	DL				
Registration Number:	5379730	SELL WITH TOTAL CONFIDENCE				
Registration Number:	6246606	E EXPRESS LABELS				
Registration Number:	6246605	E				
Registration Number:	3555858	MAVERICK				
Registration Number:	3483092	MAVERICKLABEL.COM				
Registration Number:	3145034	UBERQUOTER				
	1	TRADEMARK				

REEL: 007934 FRAME: 0087

900741036

Property Type	Number	Word Mark
Registration Number:	4703632	ID MY STUFF
Registration Number:	3479177	CLUB VALET
Registration Number:	2669902	LEXSAVER
Registration Number:	3434105	ASSET TRACKER
Registration Number:	6797733	ANYSHAPE

CORRESPONDENCE DATA

Fax Number:

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.

Email: iptransfer@ssjr.com
Correspondent Name: Jonathan A. Winter
Address Line 1: 986 Bedford Street

Address Line 4: Stamford, CONNECTICUT 06905

ATTORNEY DOCKET NUMBER:	05089-G0000
NAME OF SUBMITTER:	Jonathan Winter
SIGNATURE:	/JAW/
DATE SIGNED:	12/29/2022

Total Attachments: 8

source=05089-G0000 - Fully-Executed Confirmatory Assignment to Brook Whittle Limited#page1.tif source=05089-G0000 - Fully-Executed Confirmatory Assignment to Brook Whittle Limited#page2.tif source=05089-G0000 - Fully-Executed Confirmatory Assignment to Brook Whittle Limited#page3.tif source=05089-G0000 - Fully-Executed Confirmatory Assignment to Brook Whittle Limited#page4.tif source=05089-G0000 - Fully-Executed Confirmatory Assignment to Brook Whittle Limited#page5.tif source=05089-G0000 - Fully-Executed Confirmatory Assignment to Brook Whittle Limited#page6.tif source=05089-G0000 - Fully-Executed Confirmatory Assignment to Brook Whittle Limited#page7.tif source=05089-G0000 - Fully-Executed Confirmatory Assignment to Brook Whittle Limited#page8.tif

CONFIRMATORY ASSIGNMENT OF INTELLECTUAL PROPERTY

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of March 29, 2022 (the "Effective Date"), is between Cenveo Worldwide Limited, (a Delaware corporation) with its principal office at 200 First Stamford Place, 2nd Floor, Stamford, CT, 06902 and, LightningLabels.com LLC (a Delaware limited liability company), with a previous address at 200 First Stamford Place, 2nd Floor, Stamford, CT, 06902, now with its principal office at 2369 S. Trenton Way, Unit C, Denver CO 80231 both, ("Assignors") and Brook & Whittle Limited, (a Delaware corporation) with its principal office at 20 Carter Drive, Guilford, CT, 06437; ("Assignee").

WITNESSETH:

WHEREAS, Assignors are the owners of all right, title and interest in and to the Trademarks, Patents, Copyrights and other Intellectual Property and Registrations therefore described on Schedule A attached hereto (hereinafter referred to collectively as the "Properties") and all of the goodwill of the businesses associated therewith.

WHEREAS, for good and valuable consideration and pursuant to that certain Asset and Membership Interest Purchase Agreement dated as of the Effective Date by and among Assignors and Assignee (the "Purchase Agreement"), and upon the terms and conditions set forth below, Assignee proposes to acquire all rights, title and interest in and to said Properties described on Schedule A as of the Effective Date;

NOW, THEREFORE, in consideration of the transactions contemplated by the "Purchase Agreement" and this Assignment and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignors hereby assign, grant, transfer and otherwise convey to Assignee, its successors and assigns, the entire right, title and interest in and to said Properties listed on the attached Schedule A, including but not limited to all of Assignors' common law rights and registrations pertaining thereto, as well as all of the goodwill of the business symbolized by said Properties are used, including without limitation, the right to any registrations thereof, the right to prosecute any applications therefor, the right to have any registrations issue in the name of the Assignee, the right to apply for and obtain any renewal of any registrations thereof, the right to any priorities based on the filing of the aforesaid applications, the right to all continuations, divisional or other priority or related applications and foreign counterparts or applications claiming priority to the said Properties, the right to sue for past, present and future infringement, misappropriation and any other violation of any of the Properties listed on the attached Schedule A.

2. Further Assurances. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Properties. Assignors agrees to assist Assignee and its successors and assigns, at Assignee's cost and expense, to secure the Properties, including by executing all applications, specifications, oaths, assignments and all other instruments which Assignee shall deem necessary in order to apply for, obtain, maintain, and transfer all right, title, and interest to such Properties to Assignee and for the purpose of enforcing or defending Assignee's complete, exclusive, and worldwide ownership of all right, title and interest in and to the Properties.

For the convenience of the parties any number of counterparts hereof may be executed, and each such executed counterpart shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Facsimile transmission of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart, and such facsimile signatures shall be deemed original signatures for purposes of enforcement and construction of this Agreement.

IN WITNESS WHEREOF, the undersigned, pursuant to authority duly received, has duly executed this Assignment on the <u>23</u> day of <u>December</u>, 2022.

CENVEO WORLDWIDE LIMITED (ASSIGNOR)

By: lank Scheinnan

Name: Ian R. Scheinmann

Title: General Counsel and Company

Secretary

LIGHTNINGLABELS.COM LLC (ASSIGNOR)

By: Ian R. Scheinnam

Name: Ian R. Scheinmann

Title: General Counsel and Company

Secretary

BROOK & WHITTLE LIMITED (ASSIGNEE) By:	
Name: Nick Gierat	•••
Title: VP Gcommerce	-
STATE OF)) ss:	
COUNTY OF)	
or proved to me on the basis of satisfact subscribed to the within instrument and	before me, the undersigned, personally rook & Whittle Limited personally known to me ory evidence to be the individual whose name is acknowledged to me that he/she executed the /her signature on the instrument, the individual, adividual acted, executed the instrument.
OFFICIAL SEAL MARIA ARIAS	Notary Public

MY COMMISSION EXPIRES: 4/3/2025

Schedule A Intellectual Property

US Trademarks:

		Registered/	SSJR File	Current Owner
	Registration/Application Serial No.	Filed		
LIGHTNING LABELS	2,758,571	09/02/2003	05089-T0001A	Lightninglabels.com LLC
PRINT360	4,162,220	06/19/2012	05089-T0002A	Lightninglabels.com LLC
LIGHTNINGQUOTE	5,330,849	11/07/2017	05089-T0005A	Lightninglabels.com LLC
LIGHTNING LABELS and Design	5,310,028	10/17/2017	05089-T0006A	Lightninglabels.com LLC
CUSTOM LABELS AND STICKERS PRINTED LIGHTNING FAST	97/074,602	10/14/2021	05089-T0008A	Lightninglabels.com LLC
LANCER LABEL and Design	2,751,979	08/19/2003	05089-T0107A	Cenveo Worldwide Limited
DISCOUNT LABELS	1,434,953	03/31/1987	05089-T0109A	Cenveo Worldwide Limited
DISCOUNT LABELS	3,292,947	09/18/2007	05089-T0109B	Cenveo Worldwide Limited
CLICKPRINT	3,338,782	11/20/2007	05089-T0110B	Cenveo Worldwide Limited
PRINTCOMMERCE	2,628,604	10/01/2002	05089-T0111A	Cenveo Worldwide Limited
ANYSHAPE and Design	4,847,714	11/03/2015	05089-T0112A	Cenveo Worldwide Limited
DISCOUNT LABELS and Design Discount Labels	5,344,812	11/28/2017	05089-T0113A	Cenveo Worldwide Limited
DL Logo	5,543,772	08/21/2018	05089-T0114A	Cenveo Worldwide Limited

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QD _L				
SELL WITH TOTAL CONFIDENCE	5,379,730	01/16/2018	05089-T0115A	Cenveo Worldwide Limited
EXPRESS LABELS and Design	6,246,606	01/12/2021	05089-T0144A	Cenveo Worldwide Limited
Design Only (Express Labels)	6,246,605	01/12/2021	05089-T0145A	Cenveo Worldwide Limited
MAVERICK	3,555,858	01/06/2009	05089-T0162A	Cenveo Worldwide Limited
MAVERICKLABEL.COM	3,483,092	08/12/2008	05089-T0163A	Cenveo Worldwide Limited
UBERQUOTER	3,145,034	09/19/2006	05089-T0164A	Cenveo Worldwide Limited
ID MY STUFF	4,703,632	03/17/2015	05089-T0165A	Cenveo Worldwide Limited
CLUB VALET	3,479,177	08/05/2008	05089-T0166A	Cenveo Worldwide Limited
LEXSAVER	2,669,902	12/31/2002	05089-T0167A	Cenveo Worldwide Limited
ASSET TRACKER	3,434,105	05/27/2008	05089-T0168A	Cenveo Worldwide Limited
ANYSHAPE	6,797,733	07/19/2022	05089-T0179A	Cenveo Worldwide Limited

Foreign Trademarks:

Trademark/Service Mark	Foreign Trademark Registration/Application Serial No.	Registered/ Filed	SSJR File / Country	Current Owner
LIGHTNING LABELS	TMA906,338	06/15/2015	05089-T0001ACA Canada	Lightninglabels.com LLC
LIGHTNING LABELS	016581639	09/08/2017	05089-T0001AEU European Union	Lightninglabels.com LLC
LIGHTNING LABELS	1472895	07/29/2014	05089-T0001AMX Mexico	Lightninglabels.com LLC
LIGHTNING LABELS	UK00916581639	09/08/2017	05089-T0001AXGB United Kingdom	Lightninglabels.com LLC
LIGHTNING LABELS and Design	TMA1024366	06/10/2019	05089-T0006ACA Canada	Lightninglabels.com LLC
CUSTOM LABELS AND STICKERS PRINTED LIGHTNING FAST	2166590	02/15/2022	05089-T0008ACA Canada	Lightninglabels.com LLC
DISCOUNT LABELS and Design Discount Labels	1895275	04/23/2018	05089-T0113BCA Canada	Cenveo Worldwide Limited
ANYSHAPE	2175561	03/28/2022	05089-T0179ACA Canada	Cenveo Worldwide Limited

US Patents:

Title	Patent No.	Issue Date	SSJR File	Current Owner
Method And System For Manufacturing	7,590,566	09/15/2009	04681-P0161A	Cenveo Worldwide Limited
And Retailing Products				

Copyrights:

Title	Registration Number	Registration Date	SSJR File	Current Owner	Country
Custom Labels & Stickers - Label Printing Products - Lightning Labels	TXu001700905	03/04/2008	05089-C0007A	Lightning Labels Inc.	US
MAVERICKLABEL.CO M Website	TX0006995584	02/17/2009	05089-C0010A	Cenveo Worldwide Limited	US
MAVERICKLABEL.CO M Website (2013)	TXu001881038	05/07/2013	05089-C0009A	Cenveo Worldwide Limited	US

RECORDED: 12/29/2022