

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782428

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bernadette Ward		11/01/2022	INDIVIDUAL:
Ladd Forsline		11/01/2022	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Golden Artist Colors, Inc.		
Street Address:	188 Bell Road		
City:	New Berlin		
State/Country:	NEW YORK		
Postal Code:	13411		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3270667	SOFFT	
Registration Number:	6414342	SOFFT	
Registration Number:	3866454	PANPASTEL	
CORRESPONDENCE DATA			
Fax Number:	3129774405		
<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:	312-977-4400		
Email:	tefiester@nixonpeabody.com		
Correspondent Name:	Elizabeth W. Baio		
Address Line 1:	70 West Madison Street, Suite 5200		
Address Line 2:	Nixon Peabody LLP		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	016231-13		
NAME OF SUBMITTER:	Elizabeth W. Baio		
SIGNATURE:	/Elizabeth W. Baio/		
DATE SIGNED:	01/25/2023		
Total Attachments: 11			

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EXHIBIT A-2
TRADEMARK ASSIGNMENT
(Principals to Buyer)

This Trademark Assignment (this “**Trademark Assignment**”), dated as of November 1, 2022 (“**Effective Date**”), is made by and between Bernadette Ward (“**Ward**”), Ladd Forsline (“**Forsline**”), (Ward and Forsline are individually and collectively referred to herein as the “**Assignor**”) and Golden Artist Colors Inc., a New York corporation (“**Assignee**”).

WHEREAS, Assignor owns all right, title and interest in and to the marks set forth on Schedule A attached hereto and incorporated herein by reference (collectively, the “**Marks**”);

WHEREAS, Assignor and Assignee, among others, are both parties to that Asset Purchase Agreement dated of the Effective Date (“**Purchase Agreement**”) whereby Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all of its Principal IP, which includes the Marks;

WHEREAS, pursuant to the Purchase Agreement, Assignee has agreed to accept said assignment of the Principal IP, which includes the Marks; and

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Trademark Assignment and for other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. **Defined Terms**. All capitalized terms used and not otherwise defined in this Trademark Assignment (including the Schedule attached hereto) shall have the same meanings as set forth in the Purchase Agreement.

2. **Assignment**. Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, free and clear of all Liens, with the right to recover for damages and profits and all other remedies for past infringements thereof, including without limitation, the following:

- a. The Marks and all issuances, extensions and renewals thereof;
- b. All rights of Assignor of any kind whatsoever accruing under or relating to the Marks provided by applicable law, by international treaties and conventions and otherwise, including common law rights; and
- c. Any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Marks.

3. **Recordation**. Assignor hereby authorizes the Commissioner of the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee.

4. **Assignability; Binding Effect**. This Trademark Assignment may not be assigned by any party hereto without the prior written consent of the other parties; provided, however, that Assignee may assign all or any part of its rights hereunder to any current or future affiliate of Assignee without the consent of the other parties; but no such assignment shall relieve Assignee of its obligations to the other parties

hereunder. Subject to the foregoing, this Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any purported assignment in violation of this Trademark Assignment shall be void.

5. **Governing Law.** The laws of the State of New York, without regard to its principles of conflicts of laws, will govern the validity of this Trademark Assignment, the construction of its terms and the interpretation and enforcement of the rights and duties of the parties hereto. All actions and proceedings relating directly or indirectly to this Trademark Assignment shall be litigated exclusively: (i) if Buyer or a Buyer Indemnified Party commences an action, in any state court or federal court located in the State of New York; and (ii) if a Seller Party or Seller Indemnified Party commences an action, the Commonwealth of Pennsylvania. The parties hereto expressly consent to the jurisdiction of any such court and to venue therein.

6. **Amendment and Waivers.** Any term or provision of this Trademark Assignment may be amended or waived only by a writing signed by the party to be bound thereby. The waiver by a party of any breach hereof will not be deemed to constitute a waiver of any other default or any succeeding breach or default.

7. **Further Assurances.** At any time and from time to time after the date hereof, each party shall use commercially reasonable efforts to take all further actions and shall execute and deliver, or cause to be executed and delivered, to each other such other instruments of transfer or assignment as the other party may reasonably request to carry out the intent and purposes of this Trademark Assignment including, without limitation, any instruments of transfer or assignment for any Principal IP of any Assignor that such Assignor and Assignee jointly determine was inadvertently omitted from Schedule A.

8. **Acknowledgments.** This Trademark Assignment is made subject to the representations and warranties of Seller Parties contained in the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to, Seller Parties' representations, warranties, covenants, agreements and indemnities relating to the Principal IP and other matters, are incorporated herein by this reference. Assignor, as one of the Seller Parties in the Purchase Agreement, acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded 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.

9. **Counterparts.** This Trademark Assignment may be executed in any number of counterparts, each of which will be an original as regards any party whose signature appears thereon and all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or by e-mail of a .pdf attachment shall be effective as delivery of a manually executed counterpart of this Trademark Assignment. This Trademark Assignment will become binding when one or more counterparts hereof, individually or taken together, will bear the signatures of all the parties reflected hereon as signatories.

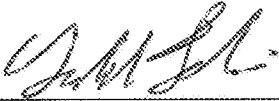
[Signature Page Follows]

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

ASSIGNOR:



Bernadette Ward



Ladd Forsline

ASSIGNEE:

GOLDEN ARTIST COLORS INC.

By: _____

Name: Barbara J. Schindler

Title: President

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

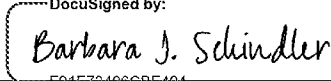
ASSIGNOR:

Bernadette Ward

Ladd Forsline

ASSIGNEE:

GOLDEN ARTIST COLORS INC.

DocuSigned by:

By: _____
Name: Barbara J. Schindler
Title: President

Schedule A

(See attached.)

Title	Docket Nos./ Client Ref. No./ Inventors Assignee- invention/ Assignee - current	Filing Date Priority Date Publication Date Issue Date	Serial No. # of Claims Publication No. Reg. No.	Status / Next Action
TRADEMARKS				
US (TM) SOFFT	3721.06US01	08-17-2006	78/954,551	Granted
	N/A	N/A	N/A	
	N/A	N/A	N/A	Renewal & Use Due 07-24-2027
	Forsline, Ladd Ward, Bernadette	07-24-2007	3,270,667	
US (TM) SOFFT	3721.06US02	05-04-2020	88/900,020	Granted
	N/A	N/A	N/A	
	N/A	03-30-2021	N/A	8 & 15 Affidavit deadline 07-13-2027
	Forsline, Ladd Ward, Bernadette	07-13-2021	6,414,342	Renewal & Use Due 07-13-2031
CN (TM) SOFFT	3721.06CN02	07-26-2018	32487712	Granted
	N/A	N/A	N/A	
	N/A	04-06-2019	N/A	Renewal deadline 07-06-2029
	Forsline, Ladd Ward, Bernadette	07-07-2019	32487712	
KR (TM) SOFFT	3721.06KR01	07-03-2012	40-2012-0042380	Granted
	N/A	N/A	N/A	
	N/A	05-22-2013	N/A	Renewal Deadline 08-22-2023
	Forsline, Ladd Ward, Bernadette	08-22-2013	990387	

Title	Docket Nos./ Client Ref. No./ Inventors Assignee- invention/ Assignee - current	Filing Date Priority Date Publication Date Issue Date	Serial No. # of Claims Publication No. Patent No.	Status / Next Action
PH (TM) SOFFT	3721.06PH01	12-07-2017	4-2017-019738	Granted
	N/A	N/A	N/A	
	N/A	02-05-2018	N/A	Declaration & Use Deadline 03-08-2024 Renewal Deadline 03-08-2028
	Forsline, Ladd Ward, Bernadette	03-08-2018	4-2017-019738	
SA (TM) SOFFT	3721.06SA01	01-30-2018	131498	Granted
	N/A	N/A	N/A	
	N/A	02-01-2018	N/A	Renewal Deadline 10-11-2027
	Forsline, Ladd Ward, Bernadette	04-08-2018	1439010891	
TW (TM) SOFFT	3721.06TW01	06-19-2018	107038913	Granted
	N/A	N/A	N/A	
	N/A	N/A	N/A	Renewal Deadline 02-15-2029
	Forsline, Ladd Ward, Bernadette	02-16-2019	01970538	
WO (TM) SOFFT	3721.06WO01	12-04-2006	912715	Granted
	N/A	08-17-2006	N/A	
	N/A	N/A	N/A	Renewal Deadline 12-04-2026 Designations: AU, CN, EM, JP
	Forsline, Ladd Ward, Bernadette	12-04-2006	912715	
EM (TM) SOFFT	3721.06WOEM	12-04-2006	912715	Granted
	N/A	08-17-2006	N/A	
	N/A	N/A	N/A	
	Forsline, Ladd Ward, Bernadette	1-28-2008	912715	
UK (TM) SOFFT	3721.06WOUK	12-04-2006	912715	Granted – Automatically created by EUIPO as a result of Brexit
	N/A	08-17-2006	N/A	
	N/A	N/A	N/A	Renewal Deadline 12-04-2026
	Forsline, Ladd Ward, Bernadette	01-01-2021	UK00800912715	

Title	Docket Nos./ Client Ref. No./ Inventors Assignee-invention/ Assignee - current	Filing Date Priority Date Publication Date Issue Date	Serial No. # of Claims Publication No. Registration No.	Status / Next Action
AU (WO) SOFFT	3721.06WOAU	12-04-2006	912715	Granted
	N/A	N/A	N/A	
	N/A	N/A	N/A	
	Forsline, Ladd Ward, Bernadette	11-19-2007	1163978	
JP (WO) SOFFT	3721.06WOJP	12-04-2006	912715	Granted
	N/A	N/A	N/A	
	N/A	N/A	N/A	
	Forsline, Ladd Ward, Bernadette	12-04-2006	912715	
CN (WO) SOFFT	3721.06WOCN	12-04-2006	912715	Granted
	N/A	N/A	N/A	
	N/A	N/A	N/A	
	Forsline, Ladd Ward, Bernadette	12-04-2006	912715	
US (TM) PANPASTEL	3721.11US01	09-04-2009	77/820,642	Registered
	N/A	N/A	N/A	
	N/A	08-10-2010	N/A	Renewal & Use Deadline 10-26-2030
Forsline, Ladd Ward, Bernadette	10-26-2010	3,866,454		
AU (TM) PANPASTEL	3721.11AU02	06-23-2021	2188700	Pending
	N/A	N/A	N/A	
	N/A	N/A	N/A	Response deadline 12-09-2022
Forsline, Ladd Ward, Bernadette	N/A	N/A		

Title	Docket Nos./ Client Ref. No./ Inventors Assignee-invention/ Assignee - current	Filing Date Priority Date Publication Date Issue Date	Serial No. # of Claims Publication No. Patent No.	Status / Next Action
CN (TM) PANPASTEL	3721.11CN01	03-16-2011	9217575	Granted
	N/A	09-04-2009	N/A	
	N/A	12-20-2011	N/A	Renewal Deadline 03-20-2032
	Forsline, Ladd Ward, Bernadette	03-21-2012	9217575	
CN (TM) PANPASTEL	3721.11CN02	03-16-2011	9217410	Granted
	N/A	09-04-2009	N/A	
	N/A	12-20-2011	9217410	Renewal Deadline 03-20-2032
	Forsline, Ladd	03-21-2012	9217410	
CN (TM) PANPASTEL	3721.11CN04	08-09-2018	32778579	Granted
	N/A	N/A	N/A	
	N/A	01-13-2019	N/A	Renewal Deadline 04-13-2029
	Forsline, Ladd Ward, Bernadette	04-14-2019	32778579	
EM (TM) PANPASTEL	3721.11EM01	01-13-2011	009655648	Granted
	N/A	09-04-2009	N/A	
	N/A	03-10-2011	N/A	Renewal Deadline 01-13-2031
	Forsline, Ladd Ward, Bernadette	06-17-2011	009655648	

Title	Docket Nos./ Client Ref. No./ Inventors Assignee-invention/ Assignee - current	Filing Date Priority Date Publication Date Issue Date	Serial No. # of Claims Publication No. Patent No.	Status / Next Action
GB (EM) PANPASTEL	3721.11EMGB01	01-13-2011	UK00909655648	Granted
	N/A	09-04-2009	N/A	
	N/A	N/A	N/A	Renewal Deadline 01-12-2031
	Forsline, Ladd Ward, Bernadette	06-17-2011	UK00909655648	
JP (TM) PANPASTEL	3721.11JP01	01-14-2011	001904/2011	Granted
	N/A	09-04-2009	N/A	
	N/A	08-09-2011	N/A	Renewal Deadline 07-08-2031
	Forsline, Ladd Ward, Bernadette	07-08-2011	5,424,931	
KR (TM) PANPASTEL	3721.11KR01	06-28-2012	40-2012-0041354	Granted
	N/A	09-04-2009	N/A	
	N/A	03-27-2013	N/A	Renewal Deadline 06-24-2023
	Forsline, Ladd Ward, Bernadette	06-24-2013	977071	
PH (TM) PANPASTEL	3721.11PH01	12-07-2017	4-2017-019739	Granted
	N/A	N/A	N/A	
	N/A	N/A	N/A	Renewal Deadline 03-08-2028 Declaration & Use Deadline 03-08-2024
	Forsline, Ladd Ward, Bernadette	03-08-2018	4-2017-019739	
SA (TM) PANPASTEL	3721.11SA01	01-30-2018	131501	Granted
	N/A	N/A	N/A	
	N/A	02-01-2018	N/A	Renewal Deadline 10-11-2027
	Forsline, Ladd Ward, Bernadette	04-08-2018	1439010894	
TW (TM) PANPASTEL	3721.11TW01	01-13-2011	100001997	Granted
	N/A	N/A	N/A	
	N/A	N/A	N/A	Renewal Deadline 08-31-2031
	Forsline, Ladd Ward, Bernadette	09-01-2011	01472472	
CN (TM)	3721.16CN01	12-06-2018	35130250	Granted

PANPASTEL IN CHINESE CHARACTERS	N/A	N/A	N/A	
	N/A	11-13-2020	N/A	Renewal deadline 02-13-2031
	Forsline, Ladd Ward, Bernadette	02-14-2021	35130250	
CN (TM)	3721.16CN02	12-06-2018	35130250A	Granted
PANPASTEL IN CHINESE CHARACTERS	N/A	N/A	N/A	
	N/A	07-06-2019	N/A	Renewal Deadline 10-06-2029
	Forsline, Ladd Ward, Bernadette	10-07-2019	35130250A	