

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782723

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vince May		01/03/2023	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Jameson, LLC		
Street Address:	1451 Old North Main Street		
City:	Clover		
State/Country:	SOUTH CAROLINA		
Postal Code:	29710		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97407910	BULLDOG BENDER	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,daniel.wiseman@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	01/26/2023		
Total Attachments: 5			
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OP \$40.00 97407910

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment"), effective as of January 3, 2023 ("Effective Date"), is by and between Vince May ("Assignor") and Jameson, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, pursuant to a certain Asset Purchase Agreement entered into by and among Assignor, Assignee, Bulldog Manufacturing, LLC (the "Seller") and the other parties thereto, dated as of the date hereof (the "Purchase Agreement"), Assignee purchased and acquired certain assets of Seller and Assignor, including all right, title, and interest, and all goodwill associated therewith, in and to all trademarks, service marks, trade names, logos, slogans, designs, trade dress, and other indicia of origin included in the Purchased Assets, including, but not limited to, the marks identified in Exhibit A and all applications, registrations, and common law rights therein, and all royalties, payments and proceeds due or payable with respect thereto, and in and to any and all causes of action (either in law or in equity), and all rights to assert, defend and recover for any past, present and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any of the foregoing, in each case free and clear of all Encumbrances (collectively, the "Marks"); and

WHEREAS, Assignor and Assignee confirm their agreement whereby Assignor assigns to Assignee all right, title and interest in and to the Marks, including any and all goodwill associated therewith.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee hereto agree as follows:

1. Pursuant to the terms of the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby confirm that it has sold, conveyed, assigned, transferred, and delivered, and does hereby further sell, convey, assign, transfer, and deliver, to Assignee, its successors and assigns all of its right, title, and interest, throughout the world, in, to and under said Marks as set forth above, and further including variations of said Marks, including without limitation, the mark BULLDOG.

2. Assignor hereby agrees, at any time or from time to time, at the reasonable written request of Assignee, to execute, acknowledge and deliver such further instruments of sale, assignment, transfer, conveyance, delivery or assumption and to take such other actions as Assignee may reasonably request in order to more effectively consummate the transactions contemplated by this Assignment.

3. Assignee may record this Assignment with the United States Patent and Trademark Office and with comparable offices in other jurisdictions throughout the world, as well as with any other United States or foreign government office as may be necessary or appropriate. All costs associated with any such registrations or recordations shall be paid by Assignee.

4. This Assignment and all disputes relating thereto shall be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would otherwise require the application of the Laws of any jurisdiction other than the State of Delaware.

5. This Assignment may be executed simultaneously in multiple counterparts, and in separate counterparts (including via portable document (PDF) or other digital means), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

6. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement. In the event of a conflict between the provisions of the Purchase Agreement and the provision of this Assignment, the provisions of the Purchase Agreement shall control to the extent of such conflict.

[Signature Page Follows.]

WHEREFORE, the Assignor has duly executed this Assignment and Assignee has caused this Assignment to be duly executed below by its duly authorized officer as of the Effective Date.



VINCE MAY

Address for Notice:

JAMESON, LLC

By: Spartaco, LLC, its Managing Member

By: PRE Tools Group, LLC, its Managing Member

By: PRE Tools Parents, LLC, its Managing Member

By: _____

Name: Peter W. Calamari

Title: President

Address for Notice: 195 Internationale Blvd
Glendale Heights, IL 60139

WHEREFORE, the Assignor has duly executed this Assignment and Assignee has caused this Assignment to be duly executed below by its duly authorized officer as of the Effective Date.

VINCE MAY

Address for Notice:

JAMESON, LLC

By: Spartaco, LLC, its Managing Member

By: _____


Name: Peter W. Calamari

Title: President

Address for Notice: 195 Internationale Blvd
Glendale Heights, IL 60139

EXHIBIT A

All trademarks, service marks, trade names, logos, slogans, designs, trade dress, and other indicia of origin included in the Purchased Assets, including, but not limited to:

Pending Trademark Application:

Jurisdiction	Mark	Serial No.
UNITED STATES	BULLDOG BENDER	97407910