

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM786056

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	CONFIRMATORY ASSIGNMENT, Effective March 29, 2022		
<b>RESUBMIT DOCUMENT ID:</b>	900739214		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LightningLabels.com LLC		12/19/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brook & Whittle Limited		
<b>Street Address:</b>	20 Carter Drive		
<b>City:</b>	Guilford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06437		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4162220	PRINT360	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	iptransfer@ssjr.com		
<b>Correspondent Name:</b>	Jonathan A. Winter		
<b>Address Line 1:</b>	986 Bedford Street		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06905		
<b>ATTORNEY DOCKET NUMBER:</b>	05089-T0002A		
<b>NAME OF SUBMITTER:</b>	Jonathan A Winter		
<b>SIGNATURE:</b>	/JAW/		
<b>DATE SIGNED:</b>	02/10/2023		
<b>Total Attachments: 10</b>			
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**CONFIRMATORY ASSIGNMENT OF INTELLECTUAL PROPERTY**

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of March 29, 2022 (the "Effective Date"), is between 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 is the owner 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 assigns, grants, transfers and otherwise conveys 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 19 day of December, 2022.

LIGHTNINGLABELS.COM LLC (ASSIGNOR)

By: Jan R. Scheinmann

Name: Jan R. Scheinmann

Title: General Counsel & Company Secretary

STATE OF )  
 ) ss:  
 COUNTY OF )

On the \_\_\_\_ day of \_\_\_\_\_, 2022 before me, the undersigned, personally appeared \_\_\_\_\_ of LightningLabels.com LLC personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

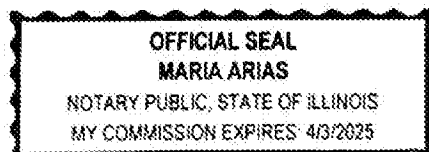
\_\_\_\_\_  
 Notary Public

BROOK & WHITTLE LIMITED  
 (ASSIGNEE)

By: *Nick Gierst*  
 Name: Nick Gierst  
 Title: VP e-commerce

STATE OF )  
 ) ss:  
 COUNTY OF )

On the 16 day of December, 2022 before me, the undersigned, personally appeared Nick Gierst of Brook & Whittle Limited personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



*Maria Arias*  
 Notary Public

**Schedule A**  
**Intellectual Property**

US Trademarks:

Trademark/Service Mark	U.S. Trademark Registration/Application Serial No.	Registered/ Filed	SSJR File	Current Owner
PRINT360	4,162,220	06/19/2012	05089-T0002A	Lightninglabels.com LLC



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

February 06, 2023

PTAS

JONATHAN A. WINTER  
986 BEDFORD STREET  
STAMFORD, CT 06905



900739214

United States Patent and Trademark Office  
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The conveying party's entity is inconsistent with the name. The name has LLC, but the entity has Corporation.

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Wednesday, March 8, 2023**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

**Document ID: 900739214**

**Access Code: D5LTV3EBZSWF13J**

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

KYLA WORCESTER  
ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM775299

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	CONFIRMATORY ASSIGNMENT, Effective March 29, 2022		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LightningLabels.com LLC		12/19/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brook & Whittle Limited		
<b>Street Address:</b>	20 Carter Drive		
<b>City:</b>	Guilford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06437		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4162220	PRINT360	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
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<b>Email:</b>	iptransfer@ssjr.com		
<b>Correspondent Name:</b>	Jonathan A. Winter		
<b>Address Line 1:</b>	986 Bedford Street		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06905		
<b>ATTORNEY DOCKET NUMBER:</b>	05089-T0002A		
<b>NAME OF SUBMITTER:</b>	Jonathan Winter		
<b>SIGNATURE:</b>	/jaw/		
<b>DATE SIGNED:</b>	12/19/2022		
<b>Total Attachments: 4</b>			
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**WITNESSETH:**

WHEREAS, Assignors is the owner 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 assigns, grants, transfers and otherwise conveys 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.

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By: Jan R. Scheinmann

Name: Jan R. Scheinmann

Title: General Counsel & Company Secretary

STATE OF )  
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On the \_\_\_\_ day of \_\_\_\_\_, 2022 before me, the undersigned, personally appeared \_\_\_\_\_ of LightningLabels.com LLC personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

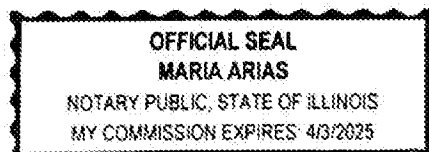
\_\_\_\_\_  
 Notary Public

BROOK & WHITTLE LIMITED  
 (ASSIGNEE)

By: *Nick Gierst*  
 Name: Nick Gierst  
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*Maria Arias*  
 Notary Public

**Schedule A**  
**Intellectual Property**

US Trademarks:

Trademark/Service Mark	U.S. Trademark Registration/Application Serial No.	Registered/ Filed	SSJR File	Current Owner
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