

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM789811

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tacony Corporation		05/29/2020	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Nancy's Notions, LLC		
Street Address:	1760 Gilsinn Lane		
City:	Fenton		
State/Country:	MISSOURI		
Postal Code:	63026		
Entity Type:	Limited Liability Company: WISCONSIN		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2275690	AMAZING DESIGNS	
Registration Number:	5946032	MAKER BOX NANCY'S NOTIONS	
Registration Number:	1413356	NANCY'S NOTIONS	
Registration Number:	5907970	NANCY'S NOTIONS	
Registration Number:	5907971	NANCY'S NOTIONS	
Registration Number:	5946031	NANCY'S NOTIONS MAKER BOX	
Registration Number:	1413188	SEWING WITH NANCY	
CORRESPONDENCE DATA			
Fax Number:	3142311776		
<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:	3148898000		
Email:	uspt@polsinelli.com, scason@polsinelli.com		
Correspondent Name:	Matthew J. Smith		
Address Line 1:	PO BOX 140310		
Address Line 4:	Kansas City, MISSOURI 64114-0310		
ATTORNEY DOCKET NUMBER:	086679-549025		
NAME OF SUBMITTER:	Matthew J. Smith		
SIGNATURE:	/Matthew J. Smith/		

CH \$190.00 2275690

DATE SIGNED:

02/26/2023

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT, effective as of May 29, 2020 (this “**Assignment**”), is made and entered into by and among Tacony Corporation, a Missouri corporation having an address at 1760 Gilsinn Lane, Fenton, Missouri 63026 (the “**Assignor**”), and Nancy’s Notions, LLC, a Wisconsin limited liability company having an address at 1760 Gilsinn Lane, Fenton, Missouri 63026 (the “**Assignee**”). Assignor and Assignee are sometimes herein referred to collectively as, the “**Parties**,” and individually as, a “**Party**.”

W I T N E S S E T H:

WHEREAS, Assignor desires to assign all right, title and interest in and to the trademarks and/or trademark applications set forth in Exhibit A hereto (the “**Marks**”), together with all goodwill arising from or relating thereto, to Assignee, and Assignee desires to acquire same.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. **Assignment**. Assignor hereby irrevocably conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, its entire right, title, and interest in the United States and throughout the world, in and to the Marks, whether statutory or at common law, together with all goodwill arising from or related to the business symbolized by the Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, assigns, and/or other legal representatives, including the right to sue for and receive all damages accruing from past, present and future infringement of the Marks, to be used as fully and entirely as such rights would have been held and enjoyed by each Assignor had this Assignment not been made. Assignor hereby represents and warrants to Assignee that it has the full right to convey the Marks herein assigned and that it has not executed, and covenants that it will not execute, any agreement in conflict with this Assignment.

2. **Further Assurances**. Assignor hereby agrees to take such actions and execute such documentation as may be required by any domestic or foreign intellectual property registrar or regulatory agency to transfer ownership of the Marks from Assignor to Assignee. Assignor hereby also agrees to execute such further assignments and related documents with respect to the Marks as Assignee shall reasonably request.

3. **Unassignable Rights**. To the extent any of the Marks cannot presently be assigned under applicable law pursuant to this Assignment, Assignor shall not sell, assign or transfer to any third party or register or use in any manner (except to take necessary steps to obtain registration of unassignable Marks) unassignable Marks or otherwise dispute or challenge Assignee’s or its assignee’s assignment, transfer, sale, registration or use of such unassignable Marks. In the event any such unassignable Marks subsequently become assignable, Assignor shall promptly take all necessary action to assign such Marks to Assignee, upon request thereof by Assignor.

4. **Recordation.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

5. **Rights and Royalties.** All rights and any income, royalties or payments otherwise due or payable to Assignor with respect to any Marks as of the date hereof or thereafter, will be held and enjoyed by Assignee, its successors, executors and permitted assigns.

6. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

7. **Headings.** The article and section headings of this Assignment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

8. **Governing Law.** The law of the State of Missouri shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment and the exhibits and schedules attached hereto, the determination of any contractual or non-contractual rights, duties or remedies of the parties arising out of or relating to this Assignment and the exhibits and schedules attached hereto, and the performance of the obligations imposed by this Assignment, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Missouri or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Missouri.

9. **Severability.** Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Assignment or the application of any such provision to any Person or circumstance shall be held to be prohibited by or invalid, illegal or unenforceable under applicable Law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

10. **Entire Agreement.** This Assignment, the other transaction documents contemplated by the Purchase Agreement and the agreements and documents referred to herein and therein contain the entire agreement and understanding between the parties hereto and thereto with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings.

11. **Amendments; No Waiver.** Any provision of this Assignment may be waived or amended if, and only if, such amendment or waiver is in writing and signed by all of the parties. No failure by any party hereto to insist upon the strict performance of any covenant, duty,

agreement or condition of this Assignment, or to exercise any right or remedy consequent upon a breach hereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition hereof.

12. **No Third Party Beneficiaries.** This Assignment is for the sole benefit of the parties hereto, their permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

13. **Counterparts.** This Assignment may be executed in one or more counterparts (including by means of facsimile pdf or other electronic signature pages), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Intellectual Property Assignment as of the Effective Date.

ASSIGNOR:

TACONY CORPORATION

By: *Kristin Lamy Humes*
Name: *Kristin Tacony Humes*
Title: *CEO*

Signature Page for Trademark Assignment -1
Tacony Corporation

TRADEMARK
REEL: 007985 FRAME: 0024

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Intellectual Property Assignment as of the Effective Date.

ASSIGNEE:


NANCY'S NOTIONS, LLC

By: Kristin Tacony Hume
Name: Kristin Tacony Hume
Title: CEO

Signature Page for Trademark Assignment -1
Tacony Corporation

TRADEMARK
REEL: 007985 FRAME: 0025

EXHIBIT A

Mark	Country	Status	App. No. / Reg. No.	Filing Date / Reg. Date
LET YOUR CREATIVITY FLOW	Canada	Pending	App. No. 1961508	Filed on 5/7/2019
LET YOUR CREATIVITY FLOW	Canada	Pending	App. No. 1961512	Filed on 5/7/2019
	Canada	Pending	App. No. 1965035	Filed on 5/27/2019
	Canada	Pending	App. No. 1965037	Filed on 5/27/2019
	Canada	Pending	App. No. 1961499	Filed on 5/7/2019
	Canada	Pending	App. No. 1961502	Filed on 5/7/2019
NANCY'S NOTIONS	Canada	Pending	App. No. 1961514	Filed on 5/7/2019
NANCY'S NOTIONS	Canada	Pending	App. No. 1961504	Filed on 5/7/2019
NANCY'S NOTIONS MAKER BOX	Canada	Pending	App. No. 1965032	Filed on 5/27/2019
NANCY'S NOTIONS MAKER BOX	Canada	Pending	App. No. 1965033	Filed on 5/27/2019
AMAZING DESIGNS	United States	Registered	2275690	9/7/1999
	United States	Registered	5946032	12/24/2019
NANCY'S NOTIONS	United States	Registered	1413356	10/14/1986
NANCY'S NOTIONS	United States	Registered	5907970	11/12/2019
NANCY'S NOTIONS	United States	Registered	5907971	11/12/2019
NANCY'S NOTIONS MAKER BOX	United States	Registered	5946031	12/24/2019
SEWING WITH NANCY	United States	Registered	1413188	10/14/1986