

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM789050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENESCO PROPERTIES, LLC		01/10/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TR Acquisition, LLC		
Street Address:	2 Jericho Plaza, Suite 200		
City:	Jericho		
State/Country:	NEW YORK		
Postal Code:	11753		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3421762	CELEBRATE LIFE'S MOMENTS	
Registration Number:	1809064	DANBURY CLOCK COMPANY	
Registration Number:	6015305	EVERYTHING'S PERSONAL	
Registration Number:	5777600	PERSONALIZATION BAR	
Registration Number:	1713471	REFLECTIONS	
Registration Number:	1022232	THINGS REMEMBERED	
Registration Number:	2444538	THINGS REMEMBERED	
Registration Number:	1305481	THINGS REMEMBERED ENGRAVED GIFTS	
Registration Number:	2454770	THINGS REMEMBERED PERSONALIZED GIFTS	
Registration Number:	2440425	TR	
Registration Number:	3507761	TR THINGS REMEMBERED CUSTOM ENGRAVERS	
Registration Number:	6741270	YOUR GIFTS MADE PERSONAL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	516-431-1177		
Email:	office@galganoiplaw.com		
Correspondent Name:	Carolyn A. Galgano		

OP \$315.00 3421762

Address Line 1: 175 Pearl Street, Floors 1-3, Suite 223
Address Line 4: Brooklyn, NEW YORK 11201

NAME OF SUBMITTER: Carolyn A. Galgano

SIGNATURE: /Carolyn A. Galgano/

DATE SIGNED: 02/23/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”) is dated as January 10, 2023, by and between ENESCO PROPERTIES, LLC, DBA THINGS REMEMBERED, a Delaware limited liability company (“**Seller**”), on the one hand, and TR Acquisition, LLC, a Delaware limited liability company (“**Buyer**”), on the other hand. Capitalized terms used herein that are defined in the Asset Purchase Agreement (as defined below) shall have the meanings ascribed to them in the Asset Purchase Agreement, unless otherwise defined herein.

WHEREAS, Buyer and Seller, among others, are parties to that certain Asset Purchase Agreement dated as of the date hereof (the “**Asset Purchase Agreement**”);

WHEREAS, Seller is the owner of, or purports to own, in whole or in part, the Intellectual Property Registrations; and

WHEREAS, pursuant to the Asset Purchase Agreement, Seller has agreed to sell, contribute, convey, assign, transfer and deliver to Buyer, free and clear of all Encumbrances, other than Permitted Encumbrances, all of Seller’s right, title, goodwill and interest in and to, among other things, all Intellectual Property Registrations, including but not limited to any issued patents and patent applications set forth on Schedule 1 hereto, domain name registrations set forth on Schedule 2 hereto, trademark applications and registrations set forth on Schedule 3 hereto, copyright applications and registrations set forth on Schedule 4 hereto and social media accounts and web service accounts set forth on Schedule 5;

NOW, THEREFORE, pursuant to Section 3.02(a)(iii) of the Asset Purchase Agreement and in consideration of the above premises, additional consideration set forth in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Assignment and Assumption. Seller hereby sells, contributes, conveys, assigns, transfers and delivers to Buyer, free and clear of all Encumbrances, other than Permitted Encumbrances, and Buyer hereby purchases, acquires and accepts from Seller, all of Seller’s right, title, goodwill and interest in and to the Intellectual Property Registrations, including but not limited to any issued patents and patent applications set forth on Schedule 1 hereto, domain name registrations set forth on Schedule 2 hereto, trademark applications and registrations set forth on Schedule 3 hereto, the copyright applications and registrations set forth on Schedule 4 hereto, and the social media accounts and web service accounts set forth on Schedule 5, along with all goodwill related to the foregoing.

2. Recordation. Seller hereby requests, as applicable, the U.S. Patent and Trademark Office, U.S. Copyright Office and the patent, trademark and/or copyright offices of any other jurisdictions covered by the Intellectual Property Registrations to record this Assignment and to issue all registrations and renewals for the Intellectual Property Registrations to Buyer in accordance with the terms of this Assignment.

3. Further Assurances. From time to time after the date hereof, the Seller shall execute and deliver or cause to be executed and delivered, at Buyer's expense, such further instruments of conveyance, assignment, transfer, acceptance and assumption, as Buyer may reasonably request, in order to fully effectuate the purposes, terms and conditions hereof.

4. Asset Purchase Agreement. This Assignment is subject in all respects to the terms and conditions of the Asset Purchase Agreement and nothing herein, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms, representations and warranties or covenants contained in the Asset Purchase Agreement. If the terms of this Assignment conflict with the terms of the Asset Purchase Agreement, then the terms of the Asset Purchase Agreement shall govern.

5. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together (when executed and delivered) constitute but one and the same instrument. This Assignment may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or by e-mail transmission in Adobe portable document format, and any such counterpart executed and delivered via facsimile transmission or by e-mail transmission in Adobe portable document format shall be deemed an original for all intents and purposes.

6. Effectiveness. This Assignment will be effective on the Closing Date.

7. Benefit Assignment. This Assignment shall be binding upon and inure to the benefit of Buyer and Seller and their respective successors and permitted assigns.

8. Amendment. No amendment, supplement, modification, waiver or termination of this Assignment or any provision hereof shall be binding unless executed in writing by each of the parties hereto.

9. Headings. The headings set forth in this Assignment are inserted or used for convenience of reference only and shall not control or affect the meaning or construction of the provisions of this Assignment.

10. Governing Law and Language. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State. Each of the Parties hereto hereby consents to the jurisdiction of the Court of Chancery of the State of Delaware, or, if the Court of Chancery of the State of Delaware declines to accept jurisdiction over any Action, the Superior Court of the State of Delaware or the Federal District Court for the District of Delaware located in Wilmington, Delaware, and any appellate courts therefrom, to the exclusion of any other jurisdiction, for the purposes of all legal Actions arising out of or relating to this Agreement or the transactions contemplated hereby. Each Party hereto irrevocably waives, to the fullest extent permitted by law, any objection which he or it may now or hereafter have to the laying of venue in any such court or that any such Action which is brought in accordance with this Section has been brought in an inconvenient forum.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER:

ENESCO PROPERTIES, LLC dba THINGS
REMEMBERED

By: _____
Name: Todd L. Mavis
Title: President

DocuSigned by:
Todd Mavis
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[Signature pages continue]



TR Acquisition, LLC

By: William E. Shea
Name: William E. Shea
Title: Treasurer

(Intellectual Property Assignment Agreement)

Schedule 3 – Trademarks

See attached.

Mark	Country	Status	Goods/Services	Filing Date	Serial Number	Registration Date	Registration Number	Next Renewal
CELEBRATE LIFE'S MOMENTS	United States	Registered	35: Retail Gift Store Services	6/6/2007	771/198,944	5/6/2008	3,421,762	5/6/2028
DANBURY CLOCK COMPANY	United States	Registered	14: Desk clocks	9/28/1992	74/317,900	12/7/1993	1,809,064	12/7/2023
EVERYTHING'S PERSONAL	United States	Registered	35: Retail gift shops; On-line retail gift shops	7/2/2019	88/498,347	3/17/2020	6,015,305	3/17/2030
PERSONALIZATION BAR	United States	Registered	35: Retail Gift Store Services	8/27/2018	88/094,329	6/11/2019	5,777,600	6/11/2029
REFLECTIONS	United States	Registered	14: Precious metals & their alloys & goods in precious metals or coated therewith not included in other classes; jewelry precious stones; horological & chronometric instruments	9/16/1991	74/204,040	9/8/1992	1,713,471	9/8/2032
REFLECTIONS	United States	Registered	16: Paper, cardboard & goods made from these materials not included in other classes	9/16/1991	74/204,040	9/8/1992	1,713,471	9/8/2032
THINGS REMEMBERED	United States	Registered	40: Engraving, embossing, embroidery, monogramming personal items for others	10/29/1973	73/004,835	10/7/1975	1,022,232	10/7/2025
THINGS REMEMBERED	United States	Registered	35: Retail Gift Store Services	5/12/2000	76/047,302	4/17/2001	2,444,538	4/17/2031
THINGS REMEMBERED - ENGRAVED GIFTS	United States	Registered	35: Retail Gift Store Services	9/8/1983	73/443,060	11/13/1984	1,305,481	11/13/2024
THINGS REMEMBERED	United States	Registered	35: Retail Gift Store Services	11/1/1999	75/837,560	5/29/2001	2,454,770	5/29/2031
	United States	Registered	35: Retail Gift Store Services	11/1/1999	75/838,097	4/3/2001	2,440,425	4/3/2031
	United States	Registered	35: Retail Gift Store Services	2/2/2008	77/387,158	9/30/2008	3,507,761	9/30/2028
Your Gifts Made Personal	United States	Registered	35: Retail gift store services; online retail gift store services	4/19/2021	90/656,232	5/24/2022	6,241,270	5/24/2032
DANBURY CLOCK COMPANY	Canada	Registered	14: Desk clocks	4/11/2014	1672491	1/12/2016	TM/A925690	1/12/2031
DANBURY FALLS WATER GLOBE CO.	Canada	Registered	28: Water globes	4/11/2014	1672490	12/9/2015	TM/A923014	12/9/2030
EXPRESSIONS FROM THE HEART	Canada	Registered	35: Retail gift and jewelry store services; Electronic catalog services featuring gift items; mail order catalog services featuring gift items; on-line retail gift shops; retail gift shops.	4/11/2014	1672489	1/12/2016	TM/A925689	1/12/2031
IMJUSE PERSONALIZATION STUDIO	Canada	Registered	35: Retail gift store services	4/11/2014	1672494	1/12/2016	TM/A926695	1/12/2031
REFLECTIONS	Canada	Registered	16: Pens, letter openers, photo albums, address books, notebooks, desk top organizers and stationery personal organizers	4/11/2014	1672488	1/12/2016	TM/A925686	1/12/2031
THINGS REMEMBERED	Canada	Registered	35: Retail Gift Store Services	8/10/2000	1070572	9/25/2009	TM/A1748,671	9/25/2024
THINGS REMEMBERED	European Union	Registered	35: Retail store services in the field of gifts, in particular retail store services for clocks, mugs, lighters, identification bracelets, writing instruments, bracelets, wedding gifts, ice buckets, serving platters, goblets, doorknockers, wind chimes, glass flutes, picture frames, photo albums, jewelry boxes, trinket boxes, bathrobes, sweatshirts, gift bags, bookmarks, desk accessories, pocket watches, shot glasses, wine glasses, glass mugs, Christmas ornaments, money clips, wall clocks, plaques, recognition gifts, key chains, keys, pocket knives, flasks, portfolios, and cotton throws	7/12/2000	001752112	3/12/2002	001752112	7/12/2030

THINGS REMEMBERED	United Kingdom	Registered	35. Retail store services in the field of gifts, in particular retail store services for clocks, mugs, lighters, identification bracelets, writing instruments, bracelets, wedding gifts, ice buckets, serving platters, goblets, doorknockers, wind chimes, glass flutes, picture frames, photo albums, jewelry boxes, trinket boxes, bathrobes, sweatshirts, gift bags, bookmarks, desk accessories, pocket watches, shot glasses, wine glasses, glass mugs, Christmas ornaments, money clips, wall clocks, plaques, recognition gifts, key chains, keys, pocket knives, flasks, portfolios, and cotton throws	7/12/2000	UK009001752112	3/12/2002	UK009001752112	7/12/2030
TIMELESS BRILLIANCE COLLECTION	Canada	Registered	14. Bracelets; broaches; costume jewelry; gemstone jewelry; jewelry; jewelry and imitation jewelry; jewelry chains; jewelry watches; women's jewelry	4/11/2014	1672492	10/26/2015	TMAS918278	10/26/2030

TRADEMARK
REEL: 007992 FRAME: 0628

RECORDED: 02/23/2023