

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800735

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900760825

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Spectrum Corporation		03/13/2023	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Watchfire Signs, LLC
Street Address:	1015 Maple St.
City:	Danville
State/Country:	ILLINOIS
Postal Code:	61832
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5601115	SPECTRUM
Registration Number:	5601119	SPECTRUM
Registration Number:	5601298	SPECTRUM
Registration Number:	5607182	SPECTRUM
Registration Number:	5617366	SPECTRUM
Registration Number:	5617367	SPECTRUM
Registration Number:	5617368	SPECTRUM
Registration Number:	6794493	SPECTRUM
Registration Number:	4194839	SMART PIXEL
Serial Number:	88267040	HORIZON

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 3132233518
 Email: nlevine@dickinsonwright.com
 Correspondent Name: Rebecca Papi
 Address Line 1: 500 Woodward Ave.
 Address Line 2: Suite 4000

Address Line 4:	Detroit, MICHIGAN 48226
ATTORNEY DOCKET NUMBER:	35434-15
NAME OF SUBMITTER:	Rebecca Papi
SIGNATURE:	/Rebecca Papi/
DATE SIGNED:	04/05/2023
Total Attachments: 8 source=4888-1476-8214 v1 IP Assignment Agreement (executed)#page1.tif source=4888-1476-8214 v1 IP Assignment Agreement (executed)#page2.tif source=4888-1476-8214 v1 IP Assignment Agreement (executed)#page3.tif source=4888-1476-8214 v1 IP Assignment Agreement (executed)#page4.tif source=4888-1476-8214 v1 IP Assignment Agreement (executed)#page5.tif source=4888-1476-8214 v1 IP Assignment Agreement (executed)#page6.tif source=Notice#page1.tif source=CoverSheet#page1.tif	

900760825 03/27/2023

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM797852

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900758432

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Spectrum Corporation		03/13/2023	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Watchfire Signs, LLC
Street Address:	1015 Maple St.
City:	Danville
State/Country:	ILLINOIS
Postal Code:	61832
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5601115	SPECTRUM
Registration Number:	5601119	SPECTRUM
Registration Number:	5601298	SPECTRUM
Registration Number:	5607182	SPECTRUM
Registration Number:	5617366	SPECTRUM
Registration Number:	5617367	SPECTRUM
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Registration Number:	4194839	SMART PIXEL
Serial Number:	88267040	HORIZON

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Phone: 3132233518
Email: nlevine@dickinsonwright.com
Correspondent Name: Rebecca Papi
Address Line 1: 500 Woodward Ave.
Address Line 2: Suite 4000

TRADEMARK
REEL: 008024 FRAME: 0733

AGREEMENT TO ASSIGN INTELLECTUAL PROPERTY

THIS AGREEMENT TO ASSIGN INTELLECTUAL PROPERTY (this “Assignment”) is made as of March 13, 2023 (the “Effective Date”), by and between Watchfire Signs, LLC, a Delaware limited liability company (the “Assignee”), and The Spectrum Corporation, a Texas corporation (the “Assignor”).

RECITALS

WHEREAS, Assignor, Assignee and the Shareholders (as defined in the Purchase Agreement) have entered into that certain Asset Purchase Agreement dated on or about the date hereof (the “Purchase Agreement”); and

WHEREAS, on the terms and subject to the conditions set forth in the Purchase Agreement, Assignor has agreed to assign and Assignee has agreed to assume, among other assets, the Assigned IP (defined below).

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

1. Defined Terms. All capitalized terms used in this Assignment but not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement.

2. Assignment of Intellectual Property Assets. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby purchases and accepts from Assignor, free and clear of any Encumbrances other than Permitted Encumbrances, all of Assignor’s right, title, and interest in, to and under all Intellectual Property Assets (the “Assigned IP”) as reflected in Exhibit A hereto, together with (i) the benefit of any use of the Assigned IP by the Assignor (ii) the goodwill of the business relations to the Assigned IP and to the wares or services associated with it, (iii) all income, royalties and damages hereafter due or payable to Assignor with respect to the Assigned IP to hold unto the Assignee absolutely.

3. Purchase Agreement. This Assignment is being executed and delivered pursuant and subject to the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, defeat, limit, alter or impair, enhance or enlarge any right, obligation, claim, remedy, limitation, exclusion or exculpation set forth in the Purchase Agreement, including but not limited to Assignor’s representations, warranties, covenants and agreements and the indemnities granted by Assignor. In the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

4. Recordation and Further Actions. From time to time, at or following the Closing, Assignor and Assignee shall execute, acknowledge and deliver all such further conveyances, notices, assumptions and releases and such other instruments, and shall take such further actions, as may be reasonably necessary or requested to fully convey to Assignee all of the properties, rights, titles, interests, powers and privileges in the Intellectual Property Assets to be conveyed to Assignee under this Assignment and to secure the rights assigned hereby and to obtain and/or

transfer trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights; and to otherwise make effective as reasonably promptly as practicable the transactions contemplated hereby. Assignor will take such steps and actions and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to record, effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

5. Successors and Assigns; No Assignment. Neither Assignor nor Assignee may assign any of its rights or delegate any of its obligations under this Assignment without the prior written consent of the other party except as provided in the Purchase Agreement. Any attempted assignment or delegation without the required consent shall be null and void. Subject to the foregoing, this Assignment shall be binding upon, enforceable against and inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without reference to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

7. Amendment; Waiver. This Assignment may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Assignment shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

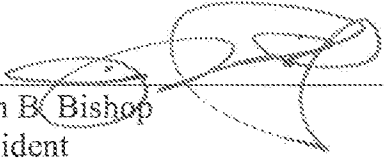
8. Counterparts; Facsimile Signatures. This Assignment and any agreements entered into in connection with this Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by .PDF, facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the Effective Date first above written.

ASSIGNOR:

THE SPECTRUM CORPORATION

By: 
Name: Jim E. Bishop
Title: President

ASSIGNEE:

WATCHFIRE SIGNS, LLC

By: _____
Name: Steve Harriott
Title: Chief Executive Officer and President

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the Effective Date first above written.

ASSIGNOR:

THE SPECTRUM CORPORATION

By: _____

Name:

Title:

ASSIGNEE:

WATCHFIRE SIGNS, LLC

Steve Harriott

By: _____

Name: Steve Harriott

Title: Chief Executive Officer and President

the-spectrum-corporation.com
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spectrum-corporation.biz
spectrum-design-group.biz
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