

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM801019

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CANS UNLIMITED, INC.		03/29/2023	Corporation: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	World Marketing of America, Inc.		
Street Address:	12256 William Penn Highway		
City:	Mill Creek		
State/Country:	PENNSYLVANIA		
Postal Code:	17060		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	74585077	AMERICAN WICK	
CORRESPONDENCE DATA			
Fax Number:	5025610442		
<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>			
Email:	jdages@grayice.com		
Correspondent Name:	Joseph R. Dages		
Address Line 1:	4600 Shelbyville Road		
Address Line 2:	#8022		
Address Line 4:	Louisville, KENTUCKY 40257		
NAME OF SUBMITTER:	Joseph R. Dages		
SIGNATURE:	/Joseph R. Dages/		
DATE SIGNED:	04/06/2023		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT dated as of March 29, 2023 (this "*Agreement*"), is by and between CANS UNLIMITED, INC., a South Carolina corporation ("*Assignor*"), and WORLD MARKETING OF AMERICA, INC., a Pennsylvania corporation ("*Assignee*").

RECITALS

WHEREAS, Assignor is the owner of certain intellectual property listed in Appendix A, attached hereto and incorporated herein (collectively, the "*IP*"); and

WHEREAS, Assignor has agreed to assign its entire right, title, and interest worldwide in and to the IP to Assignee, and Assignee has agreed to accept the assignment of the IP and assume all obligations of Assignor in connection with the IP.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. As of the date of this Agreement (the "*Effective Date*"), Assignor does hereby assign and transfer to Assignee all right, title, and interest in and to the IP, together with the goodwill of the business symbolized by the trademarks and service marks therein, and any and all past, present, or future claims or causes of action related thereto, including the right to maintain such claims or causes of action and to receive any and all recovery therefrom, as the successor to the portion of the business to which the IP pertains, which business is ongoing and existing, the same to be held and enjoyed by Assignee, its successors, assigns, and legal representatives. Assignee hereby accepts the assignment of the IP and hereby assumes all obligations of Assignor in connection with the IP as of the Effective Date.
2. Representations and Warranties. Assignor represents and warrants that (a) Assignor owns and has good and exclusive title to, or has exclusive and assignable licenses to use the IP, free and clear of all encumbrances, liens, claims, licenses and security interests of any kind; (b) there are no actions, suits or proceedings pending or, to Assignor's knowledge, threatened against Assignor or any of its affiliates, at law or in equity before any court or administrative office or agency relating in any manner to the IP; and (c) Assignor has the right to assign the IP to Assignee, and such assignment does not conflict with the right, title or interest of any third party in or to the IP or violate any agreement between Assignor and any third party.
3. Further Assurances. Assignor further agrees to execute all documents and do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this Agreement, including but not limited to executing all necessary deeds, agreements or other documents required at law to effect registration or recordation of the assignment of the IP in any jurisdiction.
4. Power of Attorney. Assignor hereby constitutes and appoints Assignee and its successors and assigns as Assignor's true and lawful attorneys with full power of substitution, in

Assignor's name and stead but on behalf and for the benefit of the Assignee and its successors and assigns, to demand and receive any and all of the IP and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of the Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, which the Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or recordation of ownership to, any of the IP, or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the IP which the Assignee or its successors or assigns shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignor or by dissolution of the Assignor or in any manner or for any reason whatsoever.

5. Governing Law. The formation, construction, and performance of this Assignment Agreement, including the rights and duties of the parties hereunder, shall be construed, interpreted, governed, applied and enforced in accordance with the laws of the State of South Carolina applicable to agreements entered into and performed entirely therein by residents thereof, without regard to any provisions relating to conflicts of laws among different jurisdictions.

6. Counterpart and Facsimile Signatures. This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Any signature page hereto delivered by facsimile or by e-mail (including in portable document format (pdf), as a joint photographic experts group (jpg) file, or otherwise) shall be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment thereto. Any party that delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

[Signature page follows]

[Signature page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

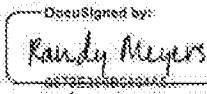
Assignor:

CANS UNLIMITED, INC.,
a South Carolina corporation

By: _____
Name: _____
Title: _____

Assignee:

WORLD MARKETING OF AMERICA, INC.,
a Pennsylvania corporation

By:  _____
Name: Randy Meyers
Title: Secretary

[Signature page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

Assignor:

CANS UNLIMITED, INC.,
a South Carolina corporation

By: DocuSigned by:
Scott Groves
Name: _____
Title: Scott Groves, President

Assignee:

WORLD MARKETING OF AMERICA, INC.,
a Pennsylvania corporation

By: _____
Name: _____
Title: _____

APPENDIX A

<u>Mark</u>	<u>Serial No. / Filing Date</u>
AMERICAN WICK	74585077 / October 13, 1994