

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM804439

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Paper Source, Inc.		05/27/2021	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Papershop Holdco Inc.		
<b>Street Address:</b>	33 East 17th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10003		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5620787	BALLOON SPOT	
<b>Registration Number:</b>	3276864	PAPER SOURCE	
<b>Registration Number:</b>	3156950	DO SOMETHING CREATIVE EVERY DAY	
<b>Registration Number:</b>	3012960	WASTE NOT PAPER	
<b>Registration Number:</b>	6122929	PAPER SOURCE STONE WRAPPING PAPER ECO FR	
<b>Registration Number:</b>	3087640	DO SOMETHING CREATIVE EVERY DAY	
<b>Registration Number:</b>	3085437	DO SOMETHING CREATIVE EVERY DAY	
<b>Registration Number:</b>	2857817	PAPER SOURCE	
<b>Registration Number:</b>	2857818	PAPER SOURCE	
<b>Registration Number:</b>	2740615	PAPER SOURCE	
<b>Registration Number:</b>	3090118		
<b>Registration Number:</b>	3090116		
<b>Registration Number:</b>	3090117		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6468780801		
<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>Phone:</b>	6468780820		
<b>Email:</b>	tm-uspto@pearlcohen.com		

CH \$340.00 5620787

**Correspondent Name:** Todd Braverman, Esq.  
**Address Line 1:** Times Square Tower, 7 Times Square  
**Address Line 2:** 19th Floor  
**Address Line 4:** New York, NEW YORK 10036

**ATTORNEY DOCKET NUMBER:** 701018-12-00 PS-Papershop

**NAME OF SUBMITTER:** Todd Braverman, Esq.

**SIGNATURE:** /tjbraverman/

**DATE SIGNED:** 04/19/2023

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) is made and entered into on May 27, 2021 by and between Paper Source, Inc. (“**Assignor**”), and Papershop Holdco Inc. (“**Assignee**”) (Assignor and Assignee are each hereinafter referred to as a “**Party**,” and collectively, as the “**Parties**”). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Purchase Agreement (as defined below).

WHEREAS, Paper Source, Inc., an Illinois corporation (“**Seller**”) and Assignee have entered into that certain Asset Purchase Agreement, dated as of May 10, 2021 (the “**Purchase Agreement**”), pursuant to which, on the terms and subject to the conditions set forth in the Purchase Agreement, Seller has agreed to Transfer to Assignee at the Closing all of its right, title and interest in, to and under the Purchased Assets, including the Purchased Intellectual Property listed on Attachment A hereto (the “**Assigned IP Assets**”); and

WHEREAS, Assignee agrees to purchase, acquire and accept all of Assignor’s right, title and interest in, to and under the Assigned IP Assets.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Purchase Agreement and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

**1. Transfer of Assigned IP Assets.** Assignor hereby irrevocably Transfers to Assignee and its successors and assigns, and Assignee hereby purchases, acquires and accepts, all of Assignor’s right, title and interest in, to and under the Assigned IP Assets throughout the universe and all rights corresponding thereto, free and clear of all Liens, together with all goodwill appurtenant to any Trademarks included in the Assigned IP Assets, and all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all of Assignor’s rights to: (a) apply for and maintain all registrations, renewals and/or extensions of the Assigned IP Assets, (b) claim priority under United States law or international convention with respect to the Assigned IP Assets, (c) sue, counterclaim and otherwise bring actions and recover damages, payments, restitution, and injunctive and other legal or equitable relief for past, present, and future infringement, misappropriation, dilution or other violation of the Assigned IP Assets, and rights to protection of interests therein under the Laws of all jurisdictions, (d) grant licenses or other interests in or to the Assigned IP Assets and (e) royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect the such Assigned IP Assets.

**2. Subject to Purchase Agreement.** Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, limitations and other terms and conditions contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the fullest extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

**3. Authorization.** Assignor hereby authorizes and requests the (a) Register of Copyrights of the United States, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the entire right, title and interest in and to the Copyrights included in the Assigned IP Assets (including those listed on Attachment A hereto), and (b) Commissioners for Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the entire right, title and interest in and to the issued patents and patent applications and Trademarks included in the Assigned IP Assets (including those listed on Attachment A hereto).

**4. Electronic Transfer, Transfer Forms.** Assignor agrees to cooperate with Assignee, at Assignor's cost, to promptly transfer the domain names and Business Social Media Accounts included in the Assigned IP Assets (including those listed on Attachment A) electronically from Assignor's account, as applicable, to Assignee's account (such that Assignee will be listed as the registrant of any such domain names in the WHOIS database) and Assignor shall deliver all passwords, authorization codes or similar information necessary to transfer to Assignee all such domain names and Business Social Media Accounts.

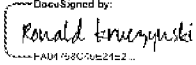
**5. Further Assurances.** Assignor hereby covenants and agrees with Assignee to execute and deliver to Assignee and any successors or assigns of Assignee at Assignee's cost such other and further instruments of sale, assignment, transfer, conveyance and delivery and all such further assurances, notices, releases, acquittances and other documents, consents and waivers as may be necessary or reasonably requested by Assignee or any such successors or assigns in order to put them in possession of or vest in them or confirm, evidence, perfect, maintain, enforce or protect their title to and right to use and enjoy the Assigned IP Assets, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the issued patents and patent applications and Trademarks included in the Assigned IP Assets with the United States Patent and Trademark Office and the Copyrights included in the Assigned IP Assets with the United States Copyright Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar, and any transfer documents required by a domain name registrar or social media website.

**6. Miscellaneous.** This Assignment shall be subject to all applicable provisions of Article XIII of the Purchase Agreement.

*[Remainder of Page Left Intentionally Blank]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written but effective as of the Closing Date.

**PAPER SOURCE, INC.**

By:  \_\_\_\_\_  
Name: Ronald Kruczynski  
Title: Secretary, Treasurer and Chief Financial Officer

*[Signature Page to Intellectual Property Assignment Agreement]*

**PAPERSHOP HOLDCO INC.**

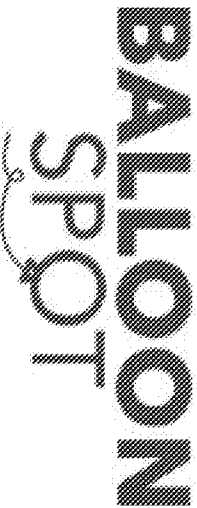



By:  \_\_\_\_\_

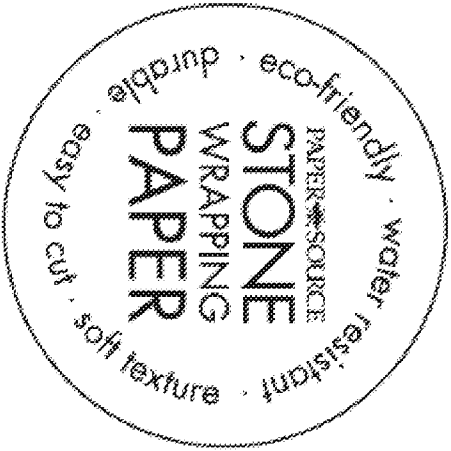
Name: Elliot Greenberg

Title: Authorized Signatory


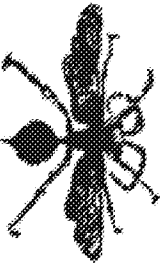

Attachment A

Trademarks

Title	Description of Work	Samples	Owner	Registration No.	Registration Date
Balloon Spot	Trademark	 The logo for 'BALLOON SPOT' features the word 'BALLOON' in a large, bold, sans-serif font. Below it, the word 'SPOT' is written in a smaller, similar font, with a thin, curved line arching over the 'O'.	Paper Source, Inc	5620787	12/4/2018
Paper Source	Trademark	 The logo for 'PAPER SOURCE' consists of the words 'PAPER SOURCE' stacked vertically in a bold, sans-serif font.	Paper Source, Inc	3276864	8/7/2007
Do Something Creative Everyday	Trademark	 The logo for 'DO SOMETHING CREATIVE EVERY DAY' features the words 'DO SOMETHING CREATIVE' stacked above 'EVERY DAY' in a bold, sans-serif font.	Paper Source, Inc	3156950	10/17/2006
Waste Not Paper	Trademark	 The logo for 'WASTE NOT PAPER' features the words 'WASTE NOT PAPER' stacked vertically in a bold, sans-serif font, set against a light gray, textured background.	Paper Source, Inc	3012960	11/8/2005

Paper Source Stone Wrapping Paper	Trademark		Paper Source, Inc	6122929	8/11/2020
Do Something Creative Everyday	Trademark	DO SOMETHING CREATIVE EVERY DAY	Paper Source, Inc	3087640	5/2/2006
Do Something Creative Everyday	Trademark	DO SOMETHING CREATIVE EVERY DAY	Paper Source, Inc	3085437	4/25/2006
Paper Source	Trademark	PAPER SOURCE	Paper Source, Inc	2857817	6/29/2004
Paper Source	Trademark	PAPER SOURCE	Paper Source, Inc	2857818	6/29/2004



Paper Source	Trademark	PAPER SOURCE	Paper Source, Inc	2740615	7/22/2003
Paper Source	Trademark		Paper Source, Inc	3090118	5/9/2006
Paper Source	Trademark		Paper Source, Inc	3090116	5/9/2006
Paper Source	Trademark		Paper Source, Inc	3090117	5/9/2006