

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM805370

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|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Marks-3Zet GmbH & Co. KG | | 03/31/2023 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | Marks-3Zet International GmbH & Co. KG | | |
| Street Address: | Lahnstrasse 38 Muelheim | | |
| City: | An Der Ruhr | | |
| State/Country: | GERMANY | | |
| Postal Code: | 45478 | | |
| Entity Type: | Corporation: GERMANY | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5445778 | | |
| Registration Number: | 5445779 | | |
| Registration Number: | 2945508 | | |
| Registration Number: | 2945509 | | |
| Registration Number: | 5445777 | | |
| Registration Number: | 2945510 | | |
| Registration Number: | 5445776 | | |
| Registration Number: | 5445775 | | |
| Registration Number: | 2914159 | | |
| Registration Number: | 4857711 | | |
| 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: | 303-268-6960 | | |
| Email: | efs@adseroip.com | | |
| Correspondent Name: | Quarles & Brady LLP | | |
| Address Line 1: | 8210 Southpark Terrace | | |
| Address Line 4: | Littleton, COLORADO 80120 | | |

OP \$265.00 5445778

DOMESTIC REPRESENTATIVE

Name: Quarles & Brady LLP
Address Line 1: 8210 Southpark Terrace
Address Line 4: Littleton, COLORADO 80120

| | |
|---------------------------|----------------|
| NAME OF SUBMITTER: | James L. Brown |
|---------------------------|----------------|

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|-------------------|------------------|
| SIGNATURE: | /James L. Brown/ |
|-------------------|------------------|

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|---------------------|------------|
| DATE SIGNED: | 04/24/2023 |
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Total Attachments: 3

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CONFIRMATORY TRADEMARK ASSIGNMENT

The parties to this Confirmatory Trademark Assignment, the ("Assignment") are:

Assignor: Marks-3Zet GmbH & Co. KG ("Assignor"), a company organized in Germany, with offices at Lahnstrasse 38 Muelheim An Der Ruhr Germany 45478, and

Assignee: Marks-3Zet International GmbH & Co. KG ("Assignee"), a company organized in Germany, with offices Lahnstrasse 38 Muelheim An Der Ruhr Germany 45478.

This Assignment confirms the assignment of trademark properties that occurred by and between the Assignor and Assignee by means of a Notary Contract executed by the Assignee and Assignor on November 30, 2020 ("the Notary Contract"). This Assignment is effective November 30, 2020.

Assignor hereby assigns all its right, title, and interest in and to its various trademarks to the Assignee, and the Assignee accepts the assignment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the Notary Contract and in this Assignment, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

For the purpose of this Assignment, the following definition applies:

1.1 "The Marks" are all trademarks and service marks owned by Assignor on November 20, 2020, including, without limitation, the Marks listed on the attached Appendix A and any related marks.

2. Assignment of The Marks. Assignor hereby assigns, conveys, transfers and delivers to Assignee, all right, title and interest in and to the Marks, together with all of the goodwill of the business represented and symbolized thereby, including, but not limited to:

- (1) all the property, right, title and interest in and to the Marks including all common law rights connected therein together with the registrations therefore in the United States and throughout the world together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks;
- (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; and

- (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.

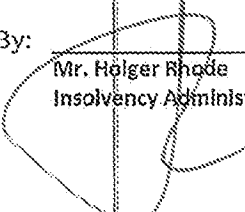
3. Cooperation by Assignor. Assignor further agrees that it will: (i) cooperate with Assignee in the prosecution, maintenance, cancellation, or abandonment of any trademark applications or registrations identified in Section 1.1, and (ii) timely execute any documents provided by Assignor to allow Assignee lawfully to prosecute, obtain, maintain, abandon, or cancel trademark applications and registrations for The Marks, or to vest title thereto in Assignee or Assignee's successors and assigns.

4. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed in by their duly authorized officers as of the day, month and year noted below.

Assignor:

Marks-3Zet GmbH & Co. KG

By: 
 Mr. Holger Rhode
 Insolvency Administrator

31.03.2023
 Date:

Assignee:

Marks-3Zet International GmbH & Co. KG

By: 
 Name:
 Title:

31.03.2023
 Date:

| File # | Title | Registration Date | Country | Status | Application # | Date Filed | Registration # |
|-------------|-------------------|-------------------|---------|------------|---------------|--------------|----------------|
| 0290.02-TMR | .003" Blue | Apr 17, 2018 | USA | Registered | 86/848,804 | Dec 14, 2015 | 5445778 |
| 0290.03-TMR | .004" Ivory | Apr 17, 2018 | USA | Registered | 86/848,806 | Dec 14, 2015 | 5445779 |
| 0290.04-TM | .005" Peach | May 3, 2005 | USA | Registered | 76/473,791 | Dec 3, 2002 | 2945508 |
| 0290.05-TM | .006" TanBrown | May 3, 2005 | USA | Registered | 76/473,792 | Dec 3, 2002 | 2945509 |
| 0290.06-TMR | .007" Rose | Apr 17, 2018 | USA | Registered | 86/848,803 | Dec 14, 2015 | 5445777 |
| 0290.07-TM | .008" Green | May 3, 2005 | USA | Registered | 76/473,794 | Dec 3, 2002 | 2945510 |
| 0290.08-TMR | .010" Gold | Apr 17, 2018 | USA | Registered | 86/848,801 | Dec 14, 2015 | 5445776 |
| 0290.09-TMR | .012" LemonYellow | Apr 17, 2018 | USA | Registered | 86/848,799 | Dec 14, 2015 | 5445775 |
| 0290.10-TM | .016" Teal | Dec 28, 2004 | USA | Registered | 76/473,795 | Dec 3, 2002 | 2914159 |
| 0290.11-TM | .020" Grey | Nov 24, 2015 | USA | Registered | 86/392,438 | Sep 11, 2014 | 4857711 |