

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM805432

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Monarch Global Brands, Inc.		03/31/2023	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Monarch Brands Global, LLC		
Street Address:	26301 Curtiss Wright Parkway		
City:	Richmond Heights		
State/Country:	OHIO		
Postal Code:	44143		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Serial Number:	90976506	ASTON & ARDEN	
Serial Number:	90976569	ASTON & ARDEN	
Serial Number:	88629816	BCK2U	
Serial Number:	90681602	HOST & HOME	
Serial Number:	90727159	MARIPOSA LINEN	
Serial Number:	88424763	METRO SOFT	
Serial Number:	88166982	MONARCH BRANDS	
Serial Number:	88896888	SMARTPADS	
Serial Number:	88443865	SMARTRAGS	
Serial Number:	88255528	THE SLOPPY CHEF	
Serial Number:	88262582	THE SLOPPY CHEF	
Serial Number:	90727258	TOWELZILLA	
Serial Number:	90727312	TOWELZILLA	
Serial Number:	90009209	ASTON & ARDEN	
Serial Number:	90009219	ASTON & ARDEN	
Serial Number:	90702926	ARKWRIGHT HOME	
Serial Number:	90702985	ARKWRIGHT HOME	
Serial Number:	90726815	ARKWRIGHT HOME	
Serial Number:	90726863	ARKWRIGHT HOME	

CH \$590.00 90976506

Property Type	Number	Word Mark
Serial Number:	87896702	ARKWRIGHT LLC
Serial Number:	87896633	ARKWRIGHT LLC
Serial Number:	97118351	CAMPBELL RAMSAY
Serial Number:	97118423	COMMON GROUND

CORRESPONDENCE DATA

Fax Number: 6123713207

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: 6123716225

Email: deschanej@ballardspahr.com

Correspondent Name: Jodi A. DeSchane

Address Line 1: 2000 IDS Center, 80 South 8th Street

Address Line 4: Minneapolis, MINNESOTA 55402-2119

ATTORNEY DOCKET NUMBER:	00397850
NAME OF SUBMITTER:	Jodi A. DeSchane
SIGNATURE:	/Jodi A. DeSchane/
DATE SIGNED:	04/24/2023

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of March 31, 2023, is made by Monarch Global Brands, Inc., a Pennsylvania corporation ("**Assignor**") and Monarch Brands Global, LLC, a Delaware limited liability company ("**Assignee**"), with an address of 26301 Curtiss Wright Parkway, Richmond Heights, OH 44143.

WHEREAS, Assignor, Assignee, and certain other parties entered into that certain Asset Purchase Agreement, dated March 31, 2023 (the "**Purchase Agreement**");

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor; and

WHEREAS, Assignor is executing and delivering this Trademark Assignment for recording with the United States Patent and Trademark Office.

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall 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 effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Distribution and Redemption Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Distribution and Redemption Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The terms of the Distribution and Redemption Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Distribution and Redemption Agreement and the terms hereof, the terms of the Distribution and Redemption Agreement shall govern.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.


Monarch Global Brands, Inc.

Hal Kanefsky

Hal Kanefsky, President

SCHEDULE 1

Federal Trademarks

<u>Trademark</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
ASTON & ARDEN	90976506	6/18/2020	6776610	6/28/2022
ASTON & ARDEN and Design ASTON  ARDEN	90976569	6/18/2020	6688288	3/29/2022
BCK2U	88629816	9/25/2019	6390113	6/15/2021
HOST & HOME and Design 	90681602	4/29/2021	6706649	4/19/2022
MARIPOSA LINEN and Design <i>Mariposa Linen</i>	90727159	5/21/2021	6707125	4/19/2022
METRO SOFT	88424763	5/10/2019	6092161	6/30/2020
MONARCH BRANDS	88166982	10/24/2018	5779718	6/18/2019
SMARTPADS	88896888	5/1/2020	6603678	12/28/2021
SMARTRAGS and Design 	88443865	5/23/2019	5914912	11/19/2019
THE SLOPPY CHEF	88255528	1/9/2019	5781788	6/18/2019
THE SLOPPY CHEF	88262582	1/15/2019	6687264	3/29/2022
TOWELZILLA	90727258	5/21/2021	6707128	4/19/2022
TOWELZILLA and Design 	90727312	5/21/2021	6707129	4/19/2022
ASTON & ARDEN	90009209	6/18/2020	6943915	1/3/2023
ASTON & ARDEN and Design ASTON  ARDEN	90009219	6/18/2020	6943916	1/3/2023
ARKWRIGHT HOME	90702926	5/11/2021	6785223	7/12/2022
ARKWRIGHT HOME and Design 	90702985	5/11/2021	6778105	7/5/2022
ARKWRIGHT HOME	90726815	5/21/2021	6764571	6/21/2022
ARKWRIGHT HOME and Design 	90726863	5/21/2021	6724550	5/24/2022
ARKWRIGHT LLC	87896702	4/27/2018	5923894	12/3/2019

ARKWRIGHT LLC and Design ARKWRIGHT LLC	87896633	4/27/2018	5929831	12/10/2019
CAMPBELL RAMSAY	97118351	11/10/2021	6724931	5/24/2022
COMMON GROUND	97118423	11/10/2021	6724932	5/24/2022

State Fictitious Name Registration

<u>Trade Name</u>	<u>State</u>	<u>Registration No.</u>	<u>Registration Date</u>
Monarch Brands	Pennsylvania	4364868	6/22/2015
Arkwright Home	New Jersey	0600412424	4/27/2021