

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813938

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inscape Corporation		05/11/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Teich Sales Group, Inc. dba Acme Sales Group, Inc.		
Street Address:	251 Lombardy Street		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11222		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4335280	ACME 50	
CORRESPONDENCE DATA			
Fax Number:	2139292525		
<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:	213.929.2500		
Email:	tmdocket@swlaw.com		
Correspondent Name:	Dax Alvarez		
Address Line 1:	One East Washington Street		
Address Line 2:	Suite 2700		
Address Line 4:	Phoenix, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	68727.03000		
NAME OF SUBMITTER:	Dax Alvarez		
SIGNATURE:	/dax alvarez/		
DATE SIGNED:	05/30/2023		
Total Attachments: 3			
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EXHIBIT A
TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Trademark Assignment**”), dated as of May 11, 2023, is entered into by and among Inscape Corporation (the “**Seller**”), as seller, and Teich Sales Group, Inc. d/b/a Acme Sales Group, Inc. (the “**Buyer**”), as buyer of certain assets of the Seller pursuant to the Asset Purchase Agreement dated on or about the date (the “**Asset Purchase Agreement**”).

WHEREAS pursuant to the terms of the Asset Purchase Agreement, the Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of the Seller, and has agreed to execute and deliver this Trademark Assignment, for filing with the governmental authorities including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE the Seller agrees as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby irrevocably conveys, transfers, and assigns to the Buyer, and the Buyer hereby accepts, all of the Seller’s right, title, and interest in and to the following:

(a) the trademark registration set forth on Schedule “A” attached 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 the Seller 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. Registering and Further Actions. The Seller hereby authorizes the Office of the Registrar of Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by the Buyer. The Seller shall take such steps and actions following the date hereof, and provide such cooperation and assistance to the Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, files, registrations or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to the Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase 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 permitted successors and permitted assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the federal laws of Canada and the laws of the Province of Ontario, without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction).

6. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, email, or other means of electronic transmission (to which a signed PDF copy is attached) shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

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

INSCAPE CORPORATION

By: 

Name: Eric Ehgoetz

Title: Chief Executive Officer

SCHEDULE "A"
ASSIGNED TRADEMARK

Country	Trademark	Serial No.	Filing Date	Reg. Date	Reg. No.	Registrant
US	ACME 50	85/189210	Dec 2, 2010	May 14, 2013	4335280	INSCAPE CORPORATION