

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM816035

<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>
REDI-TAG CORPORATION		05/05/2023	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TOPS PRODUCTS LLC		
<b>Street Address:</b>	4101 Winfield Road		
<b>City:</b>	Warrenville		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60555		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1098769	REDI-TAG	
<b>Registration Number:</b>	2228786	REDI-TAG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129774405		
<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>	312 977 4400		
<b>Email:</b>	ljewett@nixonpeabody.com		
<b>Correspondent Name:</b>	Janet Garetto of Nixon Peabody LLP		
<b>Address Line 1:</b>	70 West Madison Street, Suite 5200		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60602		
<b>NAME OF SUBMITTER:</b>	Janet Garetto		
<b>SIGNATURE:</b>	/Janet M. Garetto/		
<b>DATE SIGNED:</b>	06/08/2023		
<b>Total Attachments: 8</b>			
source=Tops_Red-Tag - IP Assignment#page1.tif			
source=Tops_Red-Tag - IP Assignment#page2.tif			
source=Tops_Red-Tag - IP Assignment#page3.tif			
source=Tops_Red-Tag - IP Assignment#page4.tif			
source=Tops_Red-Tag - IP Assignment#page5.tif			

CH \$65.00 1098769

source=Tops\_Redi-Tag - IP Assignment#page6.tif

source=Tops\_Redi-Tag - IP Assignment#page7.tif

source=Tops\_Redi-Tag - IP Assignment#page8.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (the “**Assignment**”) is made as of May 5, 2023 (the “**Effective Date**”), by and between REDI-TAG CORPORATION, a California corporation (“**Seller**”), and TOPS PRODUCTS LLC, a Delaware limited liability company (“**Buyer**”) (each a “**Party**” and, collectively, the “**Parties**”). Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as hereinafter defined).

**WHEREAS**, Buyer and Seller have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which, among other things, Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, the Purchased Assets on the terms and subject to the conditions set forth in the Purchase Agreement; and

**WHEREAS**, it is a condition to the Closing of the Purchase Agreement that Seller enters into this Assignment to transfer to Buyer certain Intellectual Property related to the Business, including the Intellectual Property Assets as listed on the attached Schedule A (the “**Assigned Intellectual Property**”) and the Domain Names as listed on the attached Schedule B (the “**Assigned Domain Names**”).

**NOW, THEREFORE**, in consideration of, among other things, the payment by Buyer of the Purchase Price and in further consideration of the mutual covenants and agreements contained in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Assignment of Intellectual Property. As of the Effective Date, Seller hereby sells, transfers, conveys, assigns and delivers to Buyer and Buyer accepts (a) all of Seller’s right, title, and interest in and to the Assigned Intellectual Property, together with any and all goodwill associated therewith; (b) any and all rights to pursue and recover under legal actions and rights and remedies at law or in equity for past, current and future infringements, misappropriations, dilutions or other violations of the Assigned Intellectual Property, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; (c) any and all income, royalties, damages, and payments hereafter due or payable with respect to the Assigned Intellectual Property, for Buyer’s own use and enjoyment and for the use and enjoyment of Buyer’s successors, assigns, or other legal representatives as fully and entirely as the same would have been enjoyed by Seller if this Assignment had not been made; (d) the right, if any, to register, prosecute, maintain and defend the Assigned Intellectual Property before any public or private agency or registrar; and (e) the right to fully and entirely stand in the place of the Seller in all matters related thereto.

2. Assignment of Domain Names. As of the Effective Date, Seller sells, transfers, conveys, assigns and delivers to Buyer and Buyer accepts all of Seller’s right, title, and interest in and to the Assigned Domain Names, including the right to sue and recover (for the sole use and benefit of the Buyer and its successors, assigns or other legal representatives) damages for all causes of action arising out of or related to the rights in and to the Assigned Domain Names, whether arising prior to, on or after the Effective Date.

3. Transfer of Domain Names. Within fifteen (15) Business Days from the Effective Date, Seller shall (i) transfer or cause to be transferred the Assigned Domain Names to an account and/or Internet domain name registrar controlled by Buyer and (ii) execute or otherwise complete all applicable paperwork or electronic forms required by the applicable Internet domain name registrar for each Assigned Domain Name.

4. Cooperation. Seller and Buyer shall use their commercially reasonable efforts to (i) take all actions necessary or appropriate to consummate the transactions contemplated by this Assignment and (ii) from time to time, execute and deliver such other documents, certificates, agreements and other writings, and take such other actions as may be reasonably necessary in order to consummate or evidence or implement expeditiously the transactions contemplated by this Assignment; provided, that, as between the Parties, Buyer shall be responsible for the preparation of such documents and other instruments that may be necessary to record and/or perfect Buyer's right, title and interest in and to the Assigned Intellectual Property and the Assigned Domain Names (including, without limitation, with any applicable governmental authorities or Internet domain name registrars), and for any and all costs, expenses and fees associated therewith.

5. Relationship with the Purchase Agreement. This Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Purchase Agreement.

6. Section Headings. The section headings contained in this Assignment are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Assignment.

7. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall together constitute one and the same instrument. Facsimile and/or PDF signatures shall be deemed original signatures.

8. Entire Agreement. This Assignment, together with the Purchase Agreement, contains the entire agreement of the Parties, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not in writing signed by the Parties shall be of any force or effect.

9. Severability. If any term or provision of this Assignment or any application thereof shall be invalid or unenforceable, the remainder of this Assignment and any other application of such term shall not be affected thereby.

10. Governing Law, Forum. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (without application of principles of conflict of laws). Each of the Parties hereby irrevocably and unconditionally submits in any Proceeding arising out of or related to this Assignment and the consummation of the transactions contemplated hereby to the exclusive jurisdiction of any federal or state court located within New Castle County in the State of Delaware and waives any and all objections to jurisdiction that they may have under any applicable Law. Each of the Parties further hereby irrevocably and unconditionally waives any objection to the laying of venue of any Proceeding arising out of or related to this Assignment and

the consummation of the transactions contemplated hereby in such courts, and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Proceeding brought in any such court has been brought in an inconvenient forum or that such Party is not subject to personal jurisdiction in such court. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES, AND SHALL CAUSE ITS SUBSIDIARIES AND AFFILIATES TO WAIVE, ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

11. Attorney's Fees. The prevailing Party in any action, claim or lawsuit brought pursuant to this Assignment is entitled to payment of all reasonable attorney's fees and costs expended by such prevailing Party in association with such action, claim or lawsuit.

12. Authorization. Buyer and Seller each represent and warrant to the other that they have the power and authority to execute and perform this Assignment, that all necessary consents and approvals from the directors, managers or others have been obtained, and that the parties executing this Assignment on their behalf have been duly authorized to do so.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment to be duly executed effective as of the Effective Date.

**SELLER:**

**REDI-TAG CORPORATION,**  
a California corporation

DocuSigned by:  
*Robert Tate*  
By: \_\_\_\_\_  
Name: Robert Tate  
Title: Chief Financial Officer

[Signature Page to Intellectual Property Assignment Agreement]

**TRADEMARK**  
**REEL: 008095 FRAME: 0497**

**BUYER:**

**TOPS PRODUCTS LLC,**  
a Delaware limited liability company

By: 

Name: Matthew K. Roberts

Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

**TRADEMARK**  
**REEL: 008095 FRAME: 0498**

## Schedule A

### Assigned Intellectual Property

#### Trademarks

<b>Trademark Description</b>	<b>Country</b>	<b>Owner</b>	<b>U.S. Serial / Registration No.</b>	<b>Date Registered</b>
REDI-TAG	USA	Redi-Tag Corporation	2,228,786	3/2/1999
REDI-TAG	USA	Redi-Tag Corporation	1,098,769	8/8/1978
REDI-TAG	Australia	Redi-Tag Corporation	B497096	10/11/1988
REDI-TAG	EU	Redi-Tag Corporation	000806992	11/5/1999
REDI-TAG	France	Redi-Tag Corporation	1493663	10/13/1988
REDI-TAG	Germany	Redi-Tag Corporation	1146403	9/20/1989
REDI-TAG	Mexico	Redi-Tag Corporation	517040	2/20/1996
REDI-TAG	UK	Redi-Tag Corporation	UK00900806992	9/15/1999

#### Copyrights

<b>Copyright Title</b>	<b>Copyright Owner</b>	<b>Registration Number &amp; Date</b>
Medi-labels stick to the job at hand and remove with no sticky residue; Medi- labels stick to the job at hand	Redi-Tag Corporation (f/k/a Barbara Thomas Enterprises, Inc.)	TX0003273589 08/26/1991
Medi-tag	Redi-Tag Corporation (f/k/a Barbara Thomas Enterprises, Inc.)	TXu000182451 12/31/1984
Medi-tags; the removable indicator tag	Redi-Tag Corporation (f/k/a Barbara Thomas Enterprises, Inc.)	TX0003273590 12/11/1991
Redi-Tag	Redi-Tag Corporation (f/k/a Barbara Thomas Enterprises, Inc.)	TXu000182452 12/31/1984
Redi-Tag: the removable indicator tag: Redi-Tags to the rescue; Redi-Tag stands for law & order...	Redi-Tag Corporation (f/k/a Barbara Thomas Enterprises, Inc.)	TX0003273591 12/11/1991



BTE laser printer tabs computer program & instructions for installation & use	Redi-Tag Corporation	TX0004533584 07/21/1997
---	----------------------	----------------------------

**Patents**

None.

**GTIN Number:**

1. GTIN number 12534

**Social Media Accounts:**

1. <https://www.facebook.com/AlwaysBeRedi>
2. <https://www.linkedin.com/company/redi-tag/>

## **Schedule B**

### Assigned Domain Names

1. medi-tags.com
2. medicalofficeproducts.com
3. redi-tag.com
4. redi-tagit.com
5. redi-tags.com
6. reditag.com
7. reditagit.com
8. reditags.com