

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM819332

|   |  |                       |                            |
|---|--|-----------------------|----------------------------|
| <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>         |
| HONEY-CAN-DO<br>INTERNATIONAL, LLC  |  | 06/21/2023            | Limited Liability Company: |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                            |
| <b>Name:</b>  | ESCALI CORP.                                       |                       |                            |
| <b>Street Address:</b>  | 3203 Corporate Center Drive, #150                  |                       |                            |
| <b>City:</b>  | Burnsville   |                       |                            |
| <b>State/Country:</b>   | MINNESOTA  |                       |                            |
| <b>Postal Code:</b>   | 55306  |                       |                            |
| <b>Entity Type:</b>   | Corporation: MINNESOTA                             |                       |                            |
| <b>PROPERTY NUMBERS Total: 9</b>  |  |                       |                            |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                            |
| <b>Registration Number:</b>   | 2436933  | JOYCE CHEN            |                            |
| <b>Registration Number:</b>   | 2436934  | JOYCE CHEN            |                            |
| <b>Registration Number:</b>   | 2079162  | JOYCE CHEN C          |                            |
| <b>Registration Number:</b>   | 2145771  | JOYCE CHEN            |                            |
| <b>Registration Number:</b>   | 3020813  |                       |                            |
| <b>Registration Number:</b>   | 1959572  | MEXICAN FIESTA        |                            |
| <b>Registration Number:</b>   | 2285081  | SPOT'N CHOP           |                            |
| <b>Registration Number:</b>   | 4508975  | BURNISHED BAMBOO      |                            |
| <b>Registration Number:</b>   | 1619474  | UNLIMITED SCISSORS    |                            |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                            |
| <b>Fax Number:</b>  |  |                       |                            |
| <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>   | 3126559900   |                       |                            |
| <b>Email:</b>   | Sbsamlan@kdsllaw.com                               |                       |                            |
| <b>Correspondent Name:</b>  | Stephen B. Samlan                                  |                       |                            |
| <b>Address Line 1:</b>  | 525 W Monroe Street, Suite 2360                    |                       |                            |
| <b>Address Line 4:</b>  | Chicago, ILLINOIS 60661                            |                       |                            |
| <b>NAME OF SUBMITTER:</b>   | Stephen B. Samlan                                  |                       |                            |

OP \$240.00 2436933

|   |                     |
|---|---------------------|
| <b>SIGNATURE:</b>   | /Stephen B. Samlan/ |
| <b>DATE SIGNED:</b>   | 06/23/2023          |
| <b>Total Attachments: 3</b><br>source=Escali Trademark Assignment#page1.tif<br>source=Escali Trademark Assignment#page2.tif<br>source=Escali Trademark Assignment#page3.tif |                     |

## TRADEMARK ASSIGNMENT

June 21, 2023

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Honey-Can-Do International, LLC, an Illinois limited liability company (“Assignor”), hereby sells, transfers, assigns, and conveys to Escali, Corp, a Minnesota corporation (“Assignee”), all of its respective worldwide right, title and interest in and to trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, any of the foregoing, including those specifically listed on Schedule A attached hereto and made a part hereof, as well as the goodwill associated with the business symbolized thereby; and any renewals thereof; and all income, royalties, all claims for damages by reason of past, present or future infringement, license fees, licenses and payments now and hereafter due and/or payable with respect thereto (collectively, the “Trademarks”), the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives, to the end of the term or terms for which such Trademarks may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made. Assignor also assigns unto Assignee all claims for damages by reason of infringement prior to the date hereof of the Trademarks throughout the world, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

Assignor agrees without charge to Assignee but at Assignee’s expense to execute and deliver to Assignee such instruments necessary or desirable to perfect the above-described transfer of, or to procure, the Trademarks or to maintain the Trademarks before both the United States Patent and Trademark Office and the Trademark Offices of any and all foreign countries, and to cooperate reasonably with Assignee, at Assignee’s expense, in obtaining and/or providing information that is required in any proceedings relating to the Trademarks.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same for the Trademarks or any additional, continuing or divisional applications thereof to, to Assignee, its successors and/or assigns.

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**TRADEMARK**  
**REEL: 008108 FRAME: 0488**

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

**Assignor:**

HONEY-CAN-DO INTERNATIONAL, LLC

*Steve Greenspon*  
By: Steve Greenspon  
Title: Manager

**Assignee:**

ESCALI, CORP,

*Theo Prins*  
By: Theo Prins  
Title: President

## SCHEDULE A

### TRADEMARKS

#### **ORIGINS – Trademark Schedule**

| <u>Country</u> | <u>Trademark Name</u> | <u>Status</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|----------------|-----------------------|---------------|-------------------------|--------------------------|
| CN             | ASIAN ORIGINS         | Registered    | CN 12470183             | 14-Feb-2015              |
| CN             | ASIAN ORIGINS         | Registered    | CN 12470182             | 28-Sep-2014              |

#### **JOYCE CHEN – Trademark Schedule**

| <u>Country</u> | <u>Trademark Name</u>           | <u>Status</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|----------------|---------------------------------|---------------|-------------------------|--------------------------|
| US             | JOYCE CHEN (Horizontal Logo)    | Registered    | 2,436,933               | 20-Mar-2001              |
| US             | JOYCE CHEN (Vertical Logo)      | Registered    | 2,436,934               | 20-Mar-2011              |
| CA             | JOYCE CHEN LOGO                 | Registered    | TMA 782,821             | 19-Nov-2010              |
| TW             | JOYCE CHEN                      | Registered    | TW 01653014             | 01-Jul-2014              |
| US             | JOYCE CHEN LOGO                 | Registered    | 2,079,162               | 15-Jul-1997              |
| US             | JOYCE CHEN LOGO                 | Registered    | 2,145,771               | 24-Mar-1998              |
| US             | JOYCE CHEN (CHINESE LETTERS)    | Registered    | 3,020,813               | 09-Nov-2005              |
| US             | MEXICAN FIESTA (Logo)           | Registered    | 1,959,572               | 05-May-1996              |
| US             | SPOT'N CHOP                     | Registered    | 2,285,081               | 12-Oct-1999              |
| US             | BURNISHED BAMBOO                | Registered    | 4,508,975               | 08-Apr-2014              |
| CN             | Chinese Characters (JOYCE CHEN) | Registered    | CN 18764727             | 07-Feb-2017              |
| US             | UNLIMITED SCISSORS              | Registered    | 1,619,474               | 30-Oct-1990              |

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