

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM831053

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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 |
| Robinson Home Products Inc. | | 08/01/2023 | Corporation: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | 149 IP Holding Company LLC | | |
| Street Address: | 16 East 34th Street | | |
| Internal Address: | 16th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10016 | | |
| Entity Type: | Limited Liability Company: NEW YORK | | |
| PROPERTY NUMBERS Total: 22 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1892955 | ROBINSON | |
| Registration Number: | 1197932 | CHIP-CLIP | |
| Registration Number: | 3272838 | ROBINSON | |
| Registration Number: | 3443985 | COLOUR GRIP | |
| Registration Number: | 3655188 | SINK THINGS | |
| Registration Number: | 4384369 | SQUISH | |
| Registration Number: | 4151802 | SQUISH | |
| Registration Number: | 4415192 | ZING | |
| Registration Number: | 5548854 | SQUISH | |
| Registration Number: | 6185509 | CK | |
| Registration Number: | 5608473 | STUDIO CUISINE | |
| Registration Number: | 6053745 | EXACTEDGE | |
| Registration Number: | 6069990 | PRIMECHEF | |
| Registration Number: | 5858418 | STUDIO CUISINE | |
| Registration Number: | 5943591 | SQUISH | |
| Registration Number: | 5944260 | STUDIO CUISINE | |
| Registration Number: | 6563699 | BAR WORKS | |
| Serial Number: | 90479285 | LIVING BY ROBINSON | |

CH \$565.00 1892955

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------|
| Registration Number: | 6733124 | R ROBINSON |
| Serial Number: | 97020955 | LIVING BY ROBINSON |
| Registration Number: | 6964372 | ROBINSON |
| Serial Number: | 97251852 | CRAFTKITCHEN |

CORRESPONDENCE DATA

Fax Number:

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: 2125001515
Email: sseuradge@sillscummis.com
Correspondent Name: Stanley Seuradge
Address Line 1: 101 Park Avenue
Address Line 4: New York, NEW YORK 10178

| | |
|---------------------------|--------------------|
| NAME OF SUBMITTER: | Stanley Seuradge |
| SIGNATURE: | /Stanley Seuradge/ |
| DATE SIGNED: | 08/10/2023 |

Total Attachments: 6

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Exhibit C

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "*Assignment*") effective as of August 1, 2023 ("*Effective Date*"), is between **ROBINSON HOME PRODUCTS INC.** a New York corporation with an address at 170 Lawrence Bell Drive, Suite 110 Williamsville, NY 14221 ("*Assignor*") and **149 IP HOLDING COMPANY LLC**, a New York limited liability company, with offices at 16 East 34th, New York, NY 10001 ("*Assignee*").

RECITALS

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademarks identified on the following schedules, and corresponding common law rights: (i) the registered trademarks in the United States Patent and Trademark Office set forth on Schedule A; and (ii) the foreign trademark registrations set forth on Schedule B (collectively, the "*Marks*").

WHEREAS, Assignor and Assignee have entered into a Purchase and Sale of Assets Agreement dated as of the date hereof (the "*Agreement*"), under which Assignor agreed to assign to Assignee Assignor's entire right, title and interest in and to the Marks, together with the goodwill associated therewith; and Assignee agrees to acquire Assignor's entire right, title, and interest in and to the Marks, and the goodwill associated therewith.

NOW, THEREFORE, pursuant to the terms and conditions of the Agreement for good and valuable consideration paid by Assignee to Assignor, including the provisions and covenants herein, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, Assignor's entire right, title and interest in and to the Marks, including the goodwill of the business appurtenant to and associated with the Marks and which is symbolized thereby, as well as all income, royalties, damages, and payments now or hereafter due or payable with respect to the Marks, all claims and causes of action (in law and/or equity) and the right to sue, counterclaim, recover and collect and retain any proceeds for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all other rights corresponding thereto throughout the respective countries where Assignor holds rights in the Marks, to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to be held used and enjoyed as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

1. Capitalized terms used herein have the respective meanings ascribed thereto in the Agreement unless otherwise defined herein.

2. Assignor, as of the Effective Date, agrees, without further consideration, to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.

3. Assignor covenants and agrees that, from time to time after the delivery of this Assignment, Assignor shall, promptly upon request and for no additional consideration, make, sign, execute acknowledge, deliver, undertake and cause to be done such further instruments, actions, conveyances, transfers, assignments, powers of attorney and assurances, and take such other actions as, as may reasonably be requested by the Assignee or its counsel, in order to more effectively to convey, transfer, assign and vest the Marks to and in the Assignee, and to otherwise implement and carry out the purposes and intent of the Agreement, consistent with its terms.

4. The provisions of this Assignment shall be binding upon Assignor and successors, permitted assigns and legal representatives and shall inure to the benefit of Assignee and its successors, permitted assigns and legal representatives.

5. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflict of laws of the State of New York and the Applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

6. In the event that any provision of this Assignment shall be construed to conflict with a provision of the Agreement, the provision of the Agreement shall be deemed controlling.

7. All notices and other communications hereunder shall be in writing and shall be made in accordance with Section 7.3 of the Agreement.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Delivery of an electronic version or a copy in pdf format that is conveyed via email of one or more signatures of this Assignment shall be deemed adequate delivery for all purposes hereof.

9. Assignor hereby requests and authorizes the Commissioner of Patents and Trademarks, in the United States Patent and Trademark Office and the corresponding competent registries, entities or agencies in the respective countries set forth in Schedule B, to record Assignee as the assignee and owner of the Trademarks.

WHEREFORE, Assignor has duly executed this Assignment on the above Effective Date.

ASSIGNOR:

ROBINSON HOME PRODUCTS INC.

a New York corporation

By: *James Walsh*
Name: JAMES WALSH
Title: C.E.O.

THE STATE OF NEW YORK §
 §
COUNTY OF ERIE §

This instrument was acknowledged before me on this the 31st day of July, 2023, by James Walsh, the Chief Executive Officer of **ROBINSON HOME PRODUCTS INC.**, a New York corporation, on behalf of said corporation.

DOMINIQUE ANGELLOTTI
Notary Public, State of New York
Qualified in Erie County
Reg. No. 01AN6444213
My Commission Expires Nov. 21, 2026

Dominique Angellotti
Notary Public in and for the State of NY
Dominique Angellotti
Printed Name of Notary Public

My Commission Expires:
Nov 21 2026

SCHEDULES A & B

USPTO Registered Trademarks & Foreign Registered Trademarks

SCHEDULE 3.1 (A) - SOLID MARKS

| F&E Ref. No. | Trademark/Class | Application Date | Application No. | Registration Date | Registration No. | Status |
|-------------------|--|------------------|-----------------|-------------------|------------------|---|
| 630-TM-097 | ROBINSON (Cl. 8) | 2/22/1994 | 744693.101 | 5/29/1995 | 1,892,955 | Renewal due 5/29/2025 |
| 630-TM-255 | CHIP-CLIP (Cl. 20) | 7/14/1988 | 797270.188 | 6/15/1992 | 1,197,933 | Renewal due 6/15/2032 |
| 630-TM-255 Canada | CHIP-CLIP (Cl. 20) | 7/25/1990 | 0,652,930 | 4/24/1992 | TMA8,397,541 | Renewal due 4/24/2032 |
| 630-TM-302 | ROBINSON (Logo) (Cl. 8, 9, 11, 20, 21) | 2/1/2005 | 78,558,132 | 7/31/2007 | 3,272,888 | Renewal due 7/31/2027 |
| 630-TM-313 | COLOUR GRIP (Cl. 21) | 5/9/2007 | 77,176,583 | 8/10/2008 | 3,443,985 | Renewal due 6/16/2028 |
| 630-TM-354 | SINK THINGS (Cl. 11, 20, 21) | 2/16/2007 | 77,109,998 | 7/14/2009 | 3,655,188 | Renewal due 7/14/2029 |
| 630-TM-367 | SQUISH (Cl. 9) | 12/29/2010 | 85,207,055 | 8/13/2013 | 4,384,369 | Renewal due 8/13/2033 |
| 630-TM-367 A | SQUISH (Cl. 21) | 3/27/2012 | 85,976,531 | 5/29/2012 | 4,151,802 | Renewal due 5/29/2032 |
| 630-TM-367 Canada | SQUISH (Cl. 9, 21) | 11/6/2012 | 1,801,274 | 10/1/2014 | TMA867,154 | Renewal due 10/1/2029 |
| 630-TM-368 | ZING (Cl. 8, 9, 21) | 1/26/2011 | 85,025,982 | 10/8/2013 | 4,415,192 | Renewal due 10/8/2023 |
| 630-TM-368 Canada | ZING (Cl. 8, 9, 21) | 11/6/2012 | 1,861,273 | 1/27/2015 | TMA895,086 | Renewal due 1/27/2030 |
| 630-TM-505 | SQUISH (Cl. 8, 20, 21) | 9/20/2017 | 87,615,363 | 8/28/2018 | 5,548,854 | Section 8 & 15 Declaration due 8/28/2024 |
| 630-TM-508 | CK (design) (Cl. 8, 9, 21) | 10/16/2017 | 87,647,456 | 10/27/2020 | 6,195,529 | Section 8 & 15 Declaration due 10/27/2026 |
| 630-TM-509 | STUDIO CURSIVE (Cl. 8, 9, 21) | 12/7/2017 | 87,704,483 | 11/13/2018 | 5,608,473 | Section 8 & 15 Declaration due 11/13/2024 |
| 630-TM-510 | EXACTEDGE (Cl. 8, 21) | 12/5/2017 | 87,708,135 | 5/12/2020 | 6,053,745 | Section 8 & 15 Declaration due 5/12/2026 |
| 630-TM-516 | PRIME CHEF (Cl. 8, 9, 21) | 4/27/2018 | 87,936,982 | 6/2/2020 | 6,065,990 | Section 8 & 15 Declaration due 6/2/2026 |
| 630-TM-528 | STUDIO CURSIVE (Cl. 8, 21) | 6/16/2018 | 87,951,418 | 9/10/2019 | 5,458,418 | Section 8 & 15 Declaration due 9/10/2025 |
| 630-TM-538 | SQUISH (Cl. 8) | 6/7/2019 | 88,663,935 | 1/24/2019 | 5,943,551 | Section 8 & 15 Declaration due 1/24/2025 |
| 630-TM-530 | STUDIO CURSIVE (Cl. 8, 21) | 7/30/2019 | 88,740,546 | 12/19/2019 | 5,944,260 | Section 8 & 15 Declaration due 12/19/2025 |
| 630-TM-532 | BAR WORDS (Cl. 8, 9, 21) | 5/11/2020 | 89,910,819 | 11/16/2021 | 6,583,899 | Section 8 & 15 Declaration due 11/16/2027 |
| 630-TM-533 China | USING BY ROBINSON ESTABLISHED 1921 (in device) | 7/18/2019 | 89,756,944 | 5/28/2020 | 39,756,194A | Renewal due 5/27/2030 |
| 630-TM-533 | USING BY ROBINSON (Cl. 8, 9, 21) | 1/21/2021 | 90,879,285 | | | Statement of Use due 5/20/2023 |
| 630-TM-536 | ROBINSON (Logo) (Cl. 8, 9, 20, 21) | 1/21/2021 | 90,479,379 | 5/24/2022 | 6,733,124 | Section 8 & 15 Declaration due 5/24/2028 |
| 630-TM-538 | USING BY ROBINSON (Cl. 8) | 9/10/2021 | 97,020,955 | | | Statement of Use due 9/20/2023 |
| 630-TM-539 | ROBINSON (Cl. 8, 9, 20, 21) | 3/9/2022 | 97,263,061 | 1/24/2023 | 6,964,372 | Section 8 & 15 Declaration due 1/24/2029 |
| 630-TM-541 | CANADIAN (stylized) (Cl. 9, 21) | 1/24/2022 | 97,251,832 | | | Published 4/18/2023 |