

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM831676

<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>
H2 Acquisition, LLC		06/15/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Allied International LLC		
<b>Street Address:</b>	28955 Avenue Sherman		
<b>City:</b>	Valencia		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91355		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1363217		
<b>Registration Number:</b>	3126599	HANDY CUT	
<b>Registration Number:</b>	3186194	HANDY GLIDES	
<b>Registration Number:</b>	3189047	HANDY SCRAPERS	
<b>Registration Number:</b>	3183124	HANDY TRAP	
<b>Registration Number:</b>	1744249	HELPING HAND	
<b>Registration Number:</b>	1250252	HELPING HAND	
<b>Registration Number:</b>	1453190	HELPING HAND	
<b>Registration Number:</b>	2994302	HELPING HAND	
<b>Registration Number:</b>	3108235	HELPING HAND	
<b>Registration Number:</b>	3055520	HELPING HAND	
<b>Registration Number:</b>	3768695	HELPING HAND	
<b>Registration Number:</b>	4334448	HELPING HAND	
<b>Registration Number:</b>	1810797	HELPING HAND	
<b>Registration Number:</b>	1928076	HELPING HAND	
<b>Registration Number:</b>	3054734	HELPING HAND	
<b>Registration Number:</b>	2416889	HELPING HAND	
<b>Registration Number:</b>	3345380	HELPING HAND	
<b>Registration Number:</b>	3055521	HELPING HAND	
		<b>TRADEMARK</b>	

OP \$515.00 1363217

Property Type	Number	Word Mark
Registration Number:	3640998	HELPING HAND

**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:** 8052751861

**Email:** sandy@sandylipkin.com

**Correspondent Name:** Law Offices of Sandy Lipkin

**Address Line 1:** P.O. Box 3518

**Address Line 4:** Ventura, CALIFORNIA 93006-3518

<b>NAME OF SUBMITTER:</b>	Sandy lipkin
<b>SIGNATURE:</b>	/Sandy Lipkin/
<b>DATE SIGNED:</b>	08/14/2023

**Total Attachments: 10**

source=AssmtWCvrSheet#page1.tif  
source=AssmtWCvrSheet#page2.tif  
source=AssmtWCvrSheet#page3.tif  
source=AssmtWCvrSheet#page4.tif  
source=AssmtWCvrSheet#page5.tif  
source=AssmtWCvrSheet#page6.tif  
source=AssmtWCvrSheet#page7.tif  
source=AssmtWCvrSheet#page8.tif  
source=AssmtWCvrSheet#page9.tif  
source=AssmtWCvrSheet#page10.tif

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

H2 Acquisition LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) 6/15/2023

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Allied International LLC

Street Address: 28955 Avenue Sherman

City: Valencia

State: CA

Country: US Zip: 91355

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Limited Liability Citizenship California

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See attached

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

See attached

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Law Offices of Sandy Lipkin

Internal Address: \_\_\_\_\_

Street Address: P.O. Box 3518

City: Ventura

State: CA Zip: 93006-3518

Phone Number: 805-275-1861

Docket Number: 104-134

Email Address: sandy@sandylipkin.com

**6. Total number of applications and registrations involved:**

20

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$515**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

*Sandy Lipkin*  
Signature

8/14/23  
Date

Sandy Lipkin

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Schedule 1 to Intellectual Property AssignmentPurchased Assets

All of Seller's right, title and interest in the owned trademarks (listed below), domain names (listed below) customer lists and universal product codes, in each case, related to the "Helping Hand" brand.

Trademarks

Trademark	Country	Reg. No.	Reg. Date	Status	Class(es)	Record Owner Name <sup>1</sup>	Legal Owner Name <sup>2</sup>
HAND IN HOUSE-Design	USA	1,363,217	01-Oct-1985	Registered	11, 17, 21	HBC/FQ LLC	H2 Acquisition, LLC
HAND IN HOUSE-Design	Canada	TMA230026	31-Oct-1986	Registered	5, 6, 7, 8, 11, 16, 17, 20, 21, 22	HBC/FQ LLC	H2 Acquisition, LLC
HAND IN HOUSE-Design	Brazil	822985683	26-Jun-2017	Registered	6	The Faucet-Queens, Inc.	H2 Acquisition, LLC
HAND IN HOUSE-Design	Brazil	822985691	03-Jul-2007	Registered	8	The Faucet-Queens, Inc.	H2 Acquisition, LLC
HAND IN HOUSE-Design	Brazil	822985705	03-Jul-2007	Registered	11	The Faucet-Queens, Inc.	H2 Acquisition, LLC
HAND IN HOUSE-Design	Venezuela	P291780	03-Mar-2009	Registered	6	The Faucet-Queens, Inc.	H2 Acquisition, LLC
HAND IN HOUSE-Design	Venezuela	P291779	03-Mar-2009	Registered	8	The Faucet-Queens, Inc.	H2 Acquisition, LLC
HAND IN HOUSE-Design	Venezuela	P291778	03-Mar-2009	Registered	11	The Faucet-Queens, Inc.	H2 Acquisition, LLC
HANDY CUT	USA	3,126,599	08-Aug-2006	Registered	22	HBC/FQ LLC	H2 Acquisition, LLC
HANDY GLIDES	USA	3,186,194	19-Dec-2006	Registered	20	HBC/FQ LLC	H2 Acquisition, LLC

<sup>1</sup> Updated registration of the U.S. trademarks to record H2 Acquisition, LLC as owner with the USPTO is currently in process but not yet completed. The non-U.S. trademarks have not been updated to record H2 Acquisition, LLC as owner in the applicable public record.

<sup>2</sup> See footnote 1

## Schedule I to Intellectual Property Assignment

HANDY SCRAPERS	USA	3,189,047	26-Dec-2006	Registered	8	HBC/FQ LLC	H2 Acquisition, LLC
HANDY TRAP	USA	3,183,124	12-Dec-2006	Registered	11	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND	USA	1,744,249	05-Jan-1993	Registered	06, 16	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND	USA	1,250,252	06-Sep-1983	Registered	11, 17	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND	USA	1,453,190	18-Aug-1987	Registered	16	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND	USA	2,994,302	13-Sep-2005	Registered	06, 09, 11, 12, 14, 16, 20, 21	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND	USA	3,108,235	20-Jun-2006	Registered	08, 23, 26	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND	USA	3,055,520	31-Jan-2006	Registered	09, 11, 17	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND	USA	3,768,695	30-Mar-2010	Registered	12	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND	USA	4,334,448	14-May-2013	Registered	08, 09	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND	Canada	TMA684172	20-Mar-2007	Registered	6, 9, 11, 12, 16, 20, 21	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND	Mexico	1695939	16-Nov-2016	Registered	8	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND	Mexico	1695940	16-Nov-2016	Registered	23	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND	Mexico	1695942	16-Nov-2016	Registered	26	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND	Brazil	822848414	09-Jun-2015	Registered	17	The Faucet-Queens, Inc.	H2 Acquisition, LLC
HELPING HAND & Des	USA	1,810,797	14-Dec-1993	Registered	20, 21	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND & Des	USA	1,928,076	17-Oct-1995	Registered	16	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND & Des	USA	3,054,734	31-Jan-2006	Registered	06, 09, 11, 12, 20	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND & Des	USA	2,416,889	02-Jan-2001	Registered	06, 07, 08, 09, 11, 16, 17, 20, 24	HBC/FQ LLC	H2 Acquisition, LLC

<sup>1</sup> Registration of this trademark is active but in its grace period and must be updated on or before 11/14/23.

Schedule 1 to Intellectual Property Assignment

HELPING HAND & Des	USA	2,416,889 <i>duplicate</i>	02-Jan-2001	Registered	06, 07, 08 <i>list</i> 09, 11, 16, 17, 20 24	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND & Des	USA	3,345,380	27-Nov-2007	Registered	08, 23, 26	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND & Des	USA	3,055,521	31-Jan-2006	Registered	09, 11, 17	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND & Des	USA	3,640,998	16-Jun-2009	Registered	21	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND & Des	Canada	TMA685501	04-Apr-2007	Registered	9, 12, 14, 21	HBC/FQ LLC	H2 Acquisition, LLC

Domain Name	Status	Expiration Date	Registrar
helpinghandtools.info	Active	8/21/2023	GoDaddy
helpinghandtools.net	Active	12/8/2023	GoDaddy


## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") dated as of this 15<sup>th</sup> day of June, 2023, is entered into by and among H2 Acquisition, LLC ("Assignor") and Allied International, LLC ("Assignee"). Assignor and Assignee are each sometimes referred to herein individually as a "Party" and collectively as the "Parties."

### RECITALS

WHEREAS, Assignor is the owner of the intellectual property identified in Schedule 1 attached hereto (the "Purchased Assets"), together with the goodwill associated therewith;

WHEREAS Assignor desires to sell, assign, transfer, convey and deliver to Assignee, and Assignee desires to purchase and assume from Assignor, the Purchased Assets, together with the goodwill of the business associated with the Purchased Assets, pursuant to that certain Purchase and Sale Agreement of even date by and between Assignor and Assignee (the "Purchase Agreement")<sup>1</sup>; and

WHEREAS this Assignment is being executed and delivered by the Parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and in the Purchase Agreement, it is agreed that:

1. Assignment. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee all of Assignor's right, title and interest in all of the Purchased Assets, including, without limitation, all of the registered intellectual property, applications for intellectual property and domain names set forth on Schedule 1 hereto, and all goodwill associated therewith, and all remedies against infringement thereof, and all claims, causes of action, rights of recovery and rights of set-off of any kind (including all damages and payments for past, present or future infringement or misappropriation of the Purchased Assets and the right to sue and recover for past infringements or misappropriations of the Purchased Assets). The trademarks set forth on Schedule 1 being assigned by Assignor to Assignee is part of the ongoing business to which the marks pertain, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

2. Acceptance of Purchased Assets. Assignee hereby accepts the transfer and assignment of the Purchased Assets.

3. Maintenance, Prosecution, and Enforcement. After the closing of the transactions contemplated under the Purchase Agreement, Assignee shall be solely responsible for maintaining and prosecuting and enforcing any registrations of the Purchased Assets, including recordation, filing and prosecution of all necessary applications, and the payment of all necessary fees due as a result of events or occurrences arising on or after the Closing Date and relating to the Purchased Assets.

---

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

{41102/001449/00784562-3 }

4. Successors and Assigns. This Assignment shall be binding on, and inure to the benefit of, the Parties and their successors and assigns.

5. Terms of Purchase Agreement. Nothing contained in this Assignment shall be deemed to modify, limit, expand, supersede, or amend any rights or obligations of Assignor or Assignee under the Purchase Agreement. Assignee acknowledges that Assignor makes no representation or warranty with respect to the assets being conveyed hereby except as specifically set forth in this Assignment and the Purchase Agreement. To the extent any conflict or inconsistency arises between any of the terms and provisions of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

6. Further Assurances. The Assignor and Assignee shall execute and deliver such further instruments and take such other action as may be necessary or advisable or as reasonably requested by the other Party to make effective the transactions contemplated hereby.

7. Severability. If any term or provision of this Assignment is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction.

8. Amendment. This Assignment may be amended or modified only with the prior written consent of the Parties.

9. Governing Law. This Assignment shall be governed and construed by and enforced in accordance with the laws of the State of New York, without regard to the conflicts of law provisions thereof.

10. Counterparts; Electronic Signatures. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one instrument. Electronic signatures (e.g., PDF or DocuSign) on this Assignment shall have the same legal effect as originals.

*[Signature Pages Follow]*



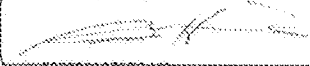
IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

**ASSIGNOR:**

H2 ACQUISITION, LLC

**ASSIGNEE:**

ALLIED INTERNATIONAL, LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Robert Himmel  
Title: Authorized Signatory

By:   
Name: MELISSA BERNINGER  
Title: CFO/COO

Schedule I to Intellectual Property AssignmentPurchased Assets

All of Seller's right, title and interest in the owned trademarks (listed below), domain names (listed below) customer lists and universal product codes, in each case, related to the "Helping Hand" brand.

Trademarks

Trademark	Country	Reg. No.	Reg. Date	Status	Class(es)	Record Owner Name <sup>1</sup>	Legal Owner Name <sup>2</sup>
HAND IN HOUSE-Design	USA	1,363,217	01-Oct-1985	Registered	11, 17, 21	HBC/FQ LLC	H2 Acquisition, LLC
HAND IN HOUSE-Design	Canada	TMA230026	31-Oct-1986	Registered	5, 6, 7, 8, 11, 16, 17, 20, 21, 22	HBC/FQ LLC	H2 Acquisition, LLC
HAND IN HOUSE-Design	Brazil	822985683	26-Jun-2017	Registered	6	The Faucet-Queens, Inc.	H2 Acquisition, LLC
HAND IN HOUSE-Design	Brazil	822985691	03-Jul-2007	Registered	8	The Faucet-Queens, Inc.	H2 Acquisition, LLC
HAND IN HOUSE-Design	Brazil	822985705	03-Jul-2007	Registered	11	The Faucet-Queens, Inc.	H2 Acquisition, LLC
HAND IN HOUSE-Design	Venezuela	P291780	03-Mar-2009	Registered	6	The Faucet-Queens, Inc.	H2 Acquisition, LLC
HAND IN HOUSE-Design	Venezuela	P291779	03-Mar-2009	Registered	8	The Faucet-Queens, Inc.	H2 Acquisition, LLC
HAND IN HOUSE-Design	Venezuela	P291778	03-Mar-2009	Registered	11	The Faucet-Queens, Inc.	H2 Acquisition, LLC
HANDY CUT	USA	3,126,599	08-Aug-2006	Registered	22	HBC/FQ LLC	H2 Acquisition, LLC
HANDY GLIDES	USA	3,186,194	19-Dec-2006	Registered	20	HBC/FQ LLC	H2 Acquisition, LLC

<sup>1</sup> Updated registration of the U.S. trademarks to record H2 Acquisition, LLC as owner with the USPTO is currently in process but not yet completed. The non-U.S. trademarks have not been updated to record H2 Acquisition, LLC as owner in the applicable public record.

<sup>2</sup> See footnote 1

Schedule 1 to Intellectual Property Assignment

HANDY SCRAPERS	USA	3,189,047	26-Dec-2006	Registered	8	HBC/FQ LLC	H2 Acquisition, LLC
HANDY TRAP	USA	3,183,124	12-Dec-2006	Registered	11	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND	USA	1,744,249	05-Jan-1993	Registered	06, 16	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND	USA	1,250,252	06-Sep-1983	Registered	11, 17	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND	USA	1,453,190	18-Aug-1987	Registered	16	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND	USA	2,994,302	13-Sep-2005	Registered	06, 09, 11, 12, 14, 16, 20, 21	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND	USA	3,108,235	20-Jun-2006	Registered	08, 23, 26	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND	USA	3,055,520	31-Jan-2006	Registered	09, 11, 17	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND	USA	3,768,695	30-Mar-2010	Registered	12	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND <sup>1</sup>	USA	4,334,448	14-May-2013	Registered	08, 09	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND	Canada	TMA684172	20-Mar-2007	Registered	6, 9, 11, 12, 16, 20, 21	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND	Mexico	1695939	16-Nov-2016	Registered	8	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND	Mexico	1695940	16-Nov-2016	Registered	23	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND	Mexico	1695942	16-Nov-2016	Registered	26	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND	Brazil	822848414	09-Jun-2015	Registered	17	The Faucet-Queens, Inc.	H2 Acquisition, LLC
HELPING HAND & Des	USA	1,810,797	14-Dec-1993	Registered	20, 21	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND & Des	USA	1,928,076	17-Oct-1995	Registered	16	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND & Des	USA	3,054,734	31-Jan-2006	Registered	06, 09, 11, 12, 20	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND & Des	USA	2,416,889	02-Jan-2001	Registered	06, 07, 08, 09, 11, 16, 17, 20, 24	HBC/FQ LLC	H2 Acquisition, LLC

<sup>1</sup> Registration of this trademark is active but in its grace period and must be updated on or before 11/14/23.

Schedule I to Intellectual Property Assignment

HELPING HAND & Des	USA	2,416,889	02-Jan-2001	Registered	06, 07, 08, 09, 11, 16, 17, 20, 24	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND & Des	USA	3,345,380	27-Nov-2007	Registered	08, 23, 26	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND & Des	USA	3,055,521	31-Jan-2006	Registered	09, 11, 17	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND & Des	USA	3,640,998	16-Jun-2009	Registered	21	HBC/FQ LLC	H2 Acquisition, LLC
HELPING HAND & Des	Canada	TMA685501	04-Apr-2007	Registered	9, 12, 14, 21	HBC/FQ LLC	H2 Acquisition, LLC

Domain Name	Status	Expiration Date	Registrar
helpinghandtools.info	Active	8/21/2023	GoDaddy
helpinghandtools.net	Active	12/8/2023	GoDaddy
