TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM835418

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BrassCraft Manufacturing Company		03/13/2023	Corporation: MICHIGAN

RECEIVING PARTY DATA

Name:	Homewerks Worldwide, LLC
Street Address:	55 Albrecht Drive
City:	Lake Bluff
State/Country:	ILLINOIS
Postal Code:	60044
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4183626	COBRA
Registration Number:	3541885	COBRA
Registration Number:	5541603	
Registration Number:	3032833	PLUNGE-N-STORE
Registration Number:	4518382	PLUNGE-IT
Registration Number:	4576985	POWER PLUNGE-IT

CORRESPONDENCE DATA

Fax Number: 2129860604

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: 212.883.4900

Email: phipdocketing@cozen.com

Correspondent Name: Edward M. Weisz

Address Line 1: 175 Greenwich Street, 55th Floor

Cozen O'Connor, 3 World Trade Center Address Line 2:

Address Line 4: New York, NEW YORK 10007

ATTORNEY DOCKET NUMBER:	00380222
NAME OF SUBMITTER:	Edward M. Weisz
SIGNATURE:	/Edward M. Weisz/

TRADEMARK REEL: 008181 FRAME: 0784

900796637

DATE SIGNED:	08/29/2023
Total Attachments: 9	
source=4867-8561-9031 v1 5 - Project (Clean - Trademark Assignment EXECUTED v.1#page1.tif
source=4867-8561-9031 v1 5 - Project (Clean - Trademark Assignment EXECUTED v.1#page2.tif
source=4867-8561-9031 v1 5 - Project (Clean - Trademark Assignment EXECUTED v.1#page3.tif
source=4867-8561-9031 v1 5 - Project (Clean - Trademark Assignment EXECUTED v.1#page4.tif
source=4867-8561-9031 v1 5 - Project (Clean - Trademark Assignment EXECUTED v.1#page5.tif
source=4867-8561-9031 v1 5 - Project (Clean - Trademark Assignment EXECUTED v.1#page6.tif
source=4867-8561-9031 v1 5 - Project (Clean - Trademark Assignment EXECUTED v.1#page7.tif
source=4867-8561-9031 v1 5 - Project (Clean - Trademark Assignment EXECUTED v.1#page8.tif
source=4867-8561-9031 v1 5 - Project (Clean - Trademark Assignment EXECUTED v.1#page9.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), effective as of March 13, 2023 (the "Effective Date"), is made by and between BrassCraft Manufacturing Company (the "Assignor"), a Michigan corporation with a place of business at 17450 College Parkway, Livonia, Michigan 48152, and Homewerks Worldwide, LLC (the "Assignee"), a Delaware limited liability company with a place of business at 55 Albrecht Drive, Lake Bluff, Illinois 60044, pursuant to an Asset Purchase Agreement between Assignor and Assignee, dated as of the date hereof (the "Purchase Agreement"). Assignor and Assignee hereinafter, collectively, the "Parties", and, individually, a "Party".

WHEREAS, Assignor is the owner of all rights, titles, and interests, throughout the world, in and to all of the trademarks, service marks, brands, certification marks, collective marks, trade names, business names, fictitious business names, designs, logos, taglines, slogans, trade dress, devices, symbols, and other indicia of source or origin, and all registrations, applications for registration, recordations, amendments, certificates of correction, extensions, and renewals thereof or therefor, in each case as listed on <u>Schedule A</u> hereto (collectively, the "**Acquired Trademarks**"), and all of the goodwill associated with the use of, and symbolized by, any of the Acquired Trademarks; and

WHEREAS, under the terms of the Purchase Agreement, Assignor has sold, conveyed, transferred and assigned to Assignee, among other assets, all of Assignor's rights, titles and interests in and to the Acquired Trademarks and has agreed to execute and deliver this Assignment in connection therewith.

NOW, THEREFORE, in consideration of the mutual promises and covenants and agreements contained in the Purchase Agreement and herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

- Assignee hereby accepts, all of Assignor's rights, titles, and interests, throughout the world, in and to the following (collectively, the "Acquired Trademark Rights"): (a) all Acquired Trademarks, together with all of the goodwill associated with the use of, and symbolized by, any and all of the Acquired Trademarks (and, further, with respect to each United States intent-to-use application for any mark (as listed on Schedule A hereto), the assignment, transfer, conveyance, and delivery hereunder of any such intent-to-use application includes or otherwise accompanies the assignment, transfer, conveyance, and delivery of at least that portion of Assignor's business to which such mark pertains, which business is ongoing and existing); and (b) all applications for registration which have been or may be filed in the United States, internationally or in any foreign country(ies), for or in connection with, or that otherwise claim or may claim priority to or the benefit of, any of the Acquired Trademarks, and all registrations issuing therefrom in the United States, internationally, and in any foreign country(ies), and all recordations, amendments, certificates of correction, extensions, and renewals thereof or therefor.
- 2. Assignor hereby irrevocably assigns, transfers, conveys, and delivers to Assignee, and Assignee hereby accepts, all of Assignor's rights, titles, and interests, throughout the world, to sue or to bring any action or to assert any claim, whether at law or in equity, against any person(s) or entity(ies) with regard to any of the Acquired Trademark Rights (including, without limitation, for past, present, or future infringement, misappropriation, violation, or unauthorized use of any of the Acquired Trademark Rights), to obtain injunctive relief therefor, and to recover or collect royalties, damages, and profits in connection therewith.

- 3. Assignor will execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated hereby.
- 4. Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys in fact, coupled with an interest, to act for and on its behalf and in its stead to execute and file any documents and to do all other lawfully permitted acts to effect, evidence, affirm, perfect, register, or record Assignee's rights under this Assignment, with the same legal force and effect as if executed by Assignor or any of its successors, legal representatives, or assigns. To that end, Assignor hereby grants Assignee and its duly authorized representatives the power to insert on this Assignment any further identification which may be necessary or prudent in order to comply with the rules of the United States Patent and Trademark Office, any foreign office, any governmental office or administrative agency, or any other legal entity or body whatsoever, for recordation and enforcement of this Assignment.
- 5. Assignor hereby authorizes and requests the United States Commissioner for Trademarks, and all similarly situated foreign officials, to issue any and all registration(s) resulting from any and all application(s) for registration (of, for, or otherwise pertaining to, any of the Acquired Trademark Rights) to Assignee, pursuant to the terms of this Assignment.
- 6. This Assignment, and the rights, titles, interests, duties, and obligations hereunder, are freely assignable by Assignee in whole or in part. The duties and obligations of Assignor under this Assignment may not be assigned, delegated, or transferred without the prior written consent of Assignee. This Assignment shall inure to the benefit of Assignee and its successors, assigns, and other legal representatives, and shall be binding upon Assignor and its successors, assigns, and other legal representatives.
- 7. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The execution and delivery of counterparts of this Assignment, whether by DocuSign, facsimile or by scanned and emailed signatures or by original manual signature, and regardless of the variation in pagination or appearance, shall be binding upon the Parties executing this Assignment.
- 8. This Assignment is executed and delivered pursuant to the Purchase Agreement and is subject in all respects to the terms and conditions of the Purchase Agreement and all of the representations, warranties, covenants and agreements of Assignor and Assignee contained therein, all of which shall survive the execution and delivery of this Assignment in accordance with the terms of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants, representations or warranties of Assignor and Assignee contained in the Purchase Agreement. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

Signatures follow:

2

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be executed by and through their respective duly authorized representatives as of the dates set forth below.

ASSIGNOR

BRASSCRAFT MANUFACTURING COMPANY

Signature:

Print Name: John G. Sznewajs

Title: Vice President

Date: March 13, 2023

[Signature Page to Trademark Assignment]

ASSIGNEE

HOMEWERKS WORLDWIDE, LLC

Signature.

Print Name: Peter Berkman

Title: Chief Executive Officer

Date: March 13, 2023

[Signature Page to Trademark Assignment]

SCHEDULE A

See attached.

[Schedule A to Assignment of Trademark Rights]

Acquired Trademarks

COBRA	COBRA	COBRA	COBRA	COBRA	COBRA	Mark
Registere d	Filed	Registere d	Filed	Registere d	Registere d	Status
United States	Panama	Guatemala	El Salvador	Dominica n Republic	Costa Rica	Jurisdicti on
77/827698	276323-01	2019-06554	20190288742	2019-28127	2021-008817	Application Number
9/16/2009	9/4/2019	7/17/2019	7/2/2019	7/8/2019	9/29/2021	Application Date
4183626		259583		274511	302039	Registration Number
7/31/2012		6/24/2021		2/16/2021	1/6/2022	Registration Date
7/31/2032		6/24/2031		2/16/2031	1/6/2032	Expiration Date
BRASSCRAFT MANUFACTURING COMPANY	BRASSCRAFT MANUFACTURING COMPANY	BRASSCRAFT MANUFACTURING COMPANY	BRASSCRAFT MANUFACTURING COMPANY	BRASSCRAFT MANUFACTURING COMPANY	BRASSCRAFT MANUFACTURING COMPANY	Owner

Mark	Status	Jurisdicti on	Application Number	Application Date	Registration Number	Registration Date	Expiration Date	Owner
COBRA	Registere	Great	3075125	10/2/2014	UK00003075	1/23/2015	10/2/2024	BRASSCRAFT
&	d	Britain			125			MANUFACTURING
Design								COMPANY
COBRA	Registere d	United States	78/738833	10/24/2005	3541885	12/2/2008	12/2/2028	BRASSCRAFT
œ Design	C	States						COMPANY
(Same)								
COBRA	Registere	Costa	2021-008816	9/29/2021	301946	1/5/2022	1/5/2032	BRASSCRAFT
DESIG N	<u></u>	NIC 4						COMPANY
© COBBRA	-	; - -						
COBRA &	Registere d	Dominica n	2018-24421	6/14/2018	281588	10/5/2021	10/5/2031	BRASSCRAFT MANUFACTURING
DESIG N		Republic						COMPANY
©COBPA								
COBRA & DESIG	Filed	El Salvador	20190286833	5/29/2019				BRASSCRAFT MANUFACTURING COMPANY
©CC089RA								

PLUNG E-N- STORE	COBRA Design	COBRA & DESIG N	Mark			
Registere d	Registere d	Registere d	Filed	Filed	Registere d	Status
United States	United States	Guatemala	Panama	Nicaragua	Mexico	Jurisdicti on
78/262693	87/149390	2019-4985	278019-01	2019-001678	2021029	Application Number
6/16/2003	8/24/2016	5/31/2019	11/20/2019	6/17/2019	3/9/2018	Application Date
3032833	5541603	266665			2070359	Registration Number
12/20/2005	8/14/2018	3/7/2022			1/8/2020	Registration Date
12/20/2025	8/14/2028	3/7/2032			3/9/2028	Expiration Date
BRASSCRAFT MANUFACTURING COMPANY	BRASSCRAFT MANUFACTURING COMPANY	BRASSCRAFT MANUFACTURING COMPANY	BRASSCRAFT MANUFACTURING COMPANY	BRASSCRAFT MANUFACTURING COMPANY	BRASSCRAFT MANUFACTURING COMPANY	Owner

POWER ROPLUNG d	E-IT	PLUNG	Mark
POWER Registere United PLUNG d States E-IT	d	PLUNG Registere United	Status
United States	States	United	Jurisdicti on
85/914756		85/644562	Jurisdicti Application on Number
4/25/2013		6/6/2012	Application Date
4576985		4518382	Application Registration Registration Date Number Date
7/29/2014		4/22/2014	
7/29/2024		4/22/2024	Expiration Date
BRASSCRAFT MANUFACTURING COMPANY	MANUFACTURING COMPANY	BRASSCRAFT	Owner

RECORDED: 08/29/2023