

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM836389

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Frank dePaula Inc.		08/24/2023	Corporation:
RECEIVING PARTY DATA			
Name:	Escali Corp.		
Street Address:	3203 Corporate Center Drive		
Internal Address:	Suite 150		
City:	Burnsville		
State/Country:	MINNESOTA		
Postal Code:	55306		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6582400	VACONE	
Registration Number:	6162038	VACTEC	
CORRESPONDENCE DATA			
Fax Number:	3126551917		
<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>			
Phone:	13126559900		
Email:	asamlan@kdsllaw.com		
Correspondent Name:	Alan B. Samlan		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661-3720		
NAME OF SUBMITTER:	Alan B. Samlan		
SIGNATURE:	/Alan B. Samlan/		
DATE SIGNED:	09/01/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of August 24, 2023 (the "Effective Date") by and among Frank de Paula Inc., a Delaware corporation, located at 335 South Biscayne Boulevard, UPH10, Miami, Florida 3313 (hereinafter "Seller") in favor of Escali Corp, a Minnesota corporation, d/b/a Kitchen Supply (hereinafter "Purchaser"), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement by and among Seller, Purchaser, Eduardo Umana and Otto Becker, dated as of August 24, 2023 (the "Asset Purchase Agreement"). Seller and Purchaser are referred to herein collectively as the "parties"; each individually, a "party."

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Purchaser. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns,

and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Purchaser, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, including electronically (eg AdobeSign, DocuSign), each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

Frank de Paula Inc.

By: Eduardo Umana
Name: Eduardo Umana
Title: Founder and CEO
Address for Notices:
757 North Greenway Drive
Coral Gables, Florida 33134

ACKNOWLEDGMENT

STATE OF FLORIDA)
)SS.
COUNTY OF Miami-Dade)

On the 24th day of August, 2023, before me personally appeared Eduardo Umana, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Founder and CEO of Frank de Paula Inc, a Delaware corporation, and acknowledged the instrument to be his free act and deed and the free act and deed of Frank de Paula Inc., for the uses and purposes mentioned in the instrument.

João Mendes
Notary Public



JOAO MERDES
Commission # HH.417066
Expires July 4, 2027

Printed Name: JOAO MERDES
My Commission Expires: July 4th, 2027

SCHEDULE I

Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
VacOne	USA	6,582,400	Dec. 07, 2021
VacTec	USA	6,162,038	Sep. 29, 2020

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date