

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM837984

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900797393

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Instant Brands Holdings Inc.		08/02/2023	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Full Sail IP Brandco 3, LLC
<b>Street Address:</b>	8 Wright Street
<b>Internal Address:</b>	Suite 107
<b>City:</b>	Westport
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06880
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<b>Serial Number:</b>	78394904	REVERE
<b>Serial Number:</b>	73755569	REVERE
<b>Serial Number:</b>	76374450	REVERE
<b>Serial Number:</b>	86271781	
<b>Serial Number:</b>	86271779	REVERE SINCE 1801
<b>Serial Number:</b>	86963497	REVERE SINCE 1801 · LIMITED LIFETIME WAR

## CORRESPONDENCE DATA

Fax Number: 2023712540

*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: 202-371-2600

Email: tm@sternekessler.com

Correspondent Name: Monica Riva Talley

Address Line 1: 1101 K Street, N.W.

Address Line 2: 10th Floor

Address Line 4: Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	4911.032STR0
<b>NAME OF SUBMITTER:</b>	Dana N. Justus

<b>SIGNATURE:</b>	/Dana N. Justus/
<b>DATE SIGNED:</b>	09/08/2023

**Total Attachments: 22**

- source=REDACTED 2023 08 02 REVEREWARE Agreement.EXECUTION VERSION redline (002)\_Landman Signature2 (003)#page1.tif
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- source=REDACTED 2023 08 02 REVEREWARE Agreement.EXECUTION VERSION redline (002)\_Landman Signature2 (003)#page16.tif
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- source=REDACTED 2023 08 02 REVEREWARE Agreement.EXECUTION VERSION redline (002)\_Landman Signature2 (003)#page22.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "Agreement") is made and entered into effective as of the 2<sup>nd</sup> day of August, 2023 (the "Effective Date") by and between Instant Brands Holdings Inc f/k/a Corelle Brands Holdings Inc f/k/a WKI Holding Company Inc. Instant Brands LLC f/k/a Corelle Brands LLC f/k/a World Kitchen LLC f/k/a World Kitchen, Inc., a Delaware company, with an address at 3025 Highland Parkway, Suite 700, Downers Grove, IL USA ("Assignor") and Full Sail IP Brandco 3, LLC a Delaware company, with an address at 8 Wright Street, Suite 107, Westport, CT 06880 ("Assignee"). The closing date for this agreement is August 4, 2023 ("Closing Date").

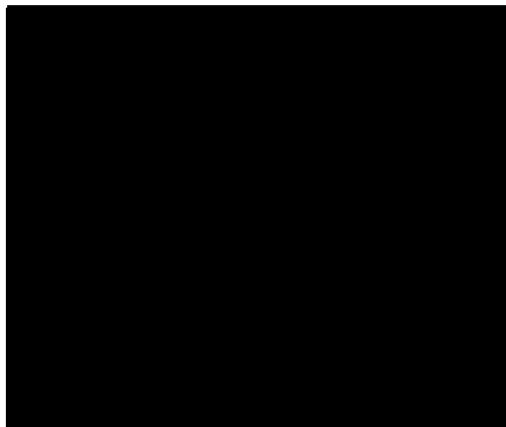
**WHEREAS**, subject to the terms and conditions of this Agreement, Assignor wishes to assign or have its affiliated entities assign to the Assignee, and the Assignee wishes to acquire, all right, title and interest in and to those certain trademarks and copyrights, including the trademark registrations identified on Schedule A attached hereto ("Assigned Trademarks"), certain copyrights, whether registered or not, in the Assigned Trademarks identified on Schedule A or other assigned materials in this Agreement ("Assigned Copyrights", the internet domain name registrations identified in Schedule B attached hereto ("Assigned Domain Names"), the Social Media Accounts identified in Schedule C ("Assigned Social Media Accounts"), and any historical materials (i.e. batch records and testing data), graphics, documents, physical assets, materials and agreements or other data concerning the manufacture, supply, sale, advertising, marketing or promotion for all products sold bearing the Assigned Trademarks or Assigned Copyrights ("Supporting Documents"). Collectively the Assigned Trademarks, Assigned Copyrights, Assigned Social Media Accounts and Supporting Documents shall be referred to as the "Assigned Assets".

**NOW, THEREFORE**, in consideration of the payment of the purchase price as set forth in Section 1.1 hereinbelow (the "Purchase Price"), the receipt and sufficiency of which is hereby

acknowledged, and intending to be legally bound, Assignor and Assignee (each, a "Party" and collectively, the "Parties") agree as follows.

1. PAYMENT TERMS.

1. On and after the Closing Date, Assignee shall pay to Assignor the Purchase Price totaling [REDACTED] as follows: (a) [REDACTED] on the Closing Date; and (b) within five (5) days after Assignor's verification, in writing, of a complete release of all Liens identified in Section 4.2(i), [REDACTED]. If, after diligent efforts, Assignor does not obtain the release of the Lien, within 3 months of the Closing Date, Assignor shall refund Assignee the [REDACTED]; Assignee shall have no further payment obligations to Assignor; and this Agreement shall be deemed null and void.
2. Assignee shall pay Assignor the Purchase Price by wire transfer as follows and provide Assignor with written confirmation thereof.



2. DELIVERY OBLIGATION OF SUPPORTING DOCUMENTS. To the extent necessary, and as requested by Assignee, Assignor and its affiliates shall have an ongoing obligation to disclose to Assignee all requested Supporting Documents in Assignor's or its affiliates possession concerning the products bearing or concerning the Assigned Trademarks for at the last five (5) years prior to Assignee's request. Assignor and/or its

affiliates shall deliver all Supporting Documents to Assignee within fourteen (14) days after Assignee's request.

**3. TRANSFER OF ASSIGNED ASSETS.**

**3.1. Conveyance and Acceptance of Assigned Trademarks/Assigned Copyrights.**

Assignor hereby sells, assigns, transfers, and conveys, and causes its affiliated entities, which own the respective rights to do so, to sell, assign, transfer and convey, to Assignee, and Assignee hereby accepts, all of such Assignor's and its affiliated entities' rights, title and interests in and to the Assigned Trademarks, and any Assigned Copyrights, including without limitation all common law rights and the goodwill of the business appurtenant thereto and which is symbolized thereby, including all rights of action against third parties for past or current infringement thereof. Where required for the effective assignment and transfer of Assigned Trademarks or Assigned Copyrights which are owned by an affiliated entity of Assignor, subject to Section 3.4.1 and 3.4.2 Assignor shall ensure that the respective affiliated entity will enter into respective deeds of assignment with Assignee. Unless explicitly stated otherwise in the respective deeds, the provisions of this agreement shall apply to the respective deeds mutatis mutandis.

**3.2. Conveyance and Acceptance of Assigned Domain Names.** Assignor hereby sells, assigns, transfers, and conveys, and causes its affiliated entities, which own the respective rights to do so, to sell, assign, transfer and convey, to Assignee, and Assignee hereby accepts, all of such Assignor's and its affiliated entities' right, title, and interest in and to the Assigned Domain Names. Subject to Section 3.4.3 Assignor and each of its affiliated entities shall cooperate with Assignee in all actions associated with transferring ownership of the Assigned Domain Names to Assignee.

3.3. Conveyance and Acceptance of Assigned Social Media Accounts. Assignor hereby sells, assigns, transfers, and conveys, and causes its affiliated entities, which own the respective rights to do so, to sell, assign, transfer and convey, to Assignee, and Assignee hereby accepts, all of such Assignor's and its affiliated entities' right, title, and interest in and to the Assigned Social Media Accounts . Subject to Section 3.4.4, Assignor and each of its affiliated entities shall cooperate with Assignee in all actions associated with transferring ownership of the Assigned Social Media Accounts to Assignee.

3.4. Recordation.

3.4.1. Assigned Trademarks. As soon as reasonably practicable after the Closing Date but within thirty (30) days after the Closing Date at the latest, Assignee shall initiate and perform the registration of the transfer of the Assigned Trademarks in the respective official trademark registers (including the preparation, execution and filing of all documents and performance of all acts necessary in this connection). At the same time Assignee will provide for a change of the address of correspondence for the Assigned Trademarks in the trademark registers. Assignor shall, upon Assignee's request and at Assignee's expense, but only if such request was made within a period of two (2) months after the Closing Date, provide reasonable assistance to Assignee to complete, perfect or record the assignment or transfer to vest all of such Assignor's rights, title and interests in and to the Assigned Trademarks and goodwill, if any, to Assignee, including cooperation in executing appropriate documents reasonably requested by Assignee to complete formalities for perfecting the assignment of each and all Assigned Trademarks and recordation of such assignment of the Assigned Trademarks with appropriate governmental authorities in individual countries and jurisdictions within a commercially reasonable time following the written request of Assignee. The Parties acknowledge,

agree, and understand that further forms of assignment may be required to be executed for complying with applicable local laws. Assignee shall be responsible for preparing and delivering any such further forms to Assignor for execution.

**3.4.2. Assigned Copyrights.** Assignor represents that it has no registered copyrights. Nonetheless, and only if any registered Assigned Copyrights are uncovered, Assignee shall initiate and perform the registration of the transfer of the Assigned Copyrights in the respective official copyright registers (including the preparation, execution and filing of all documents and performance of all acts necessary in this connection). Assignor shall, upon Assignee's request and at Assignee's expense, but only if such request was made within a period of six (6) months after the Closing Date, provide reasonable assistance to Assignee to complete, perfect or record the assignment or transfer to vest all of such Assignor's rights, title and interests in and to the Assigned Copyrights, to Assignee, including cooperation in executing appropriate documents reasonably requested by Assignee to complete formalities for perfecting the assignment of each and all Assigned Copyrights and recordation of such assignment of the Assigned Copyrights with appropriate governmental authorities in individual countries and jurisdictions within a commercially reasonable time following the written request of Assignee.

**3.4.3. Assigned Domain Names.** Assignee shall be responsible for initiating the online procedures for transferring the Assigned Domain Names and shall use commercially reasonable efforts to do so within ten (10) days of the Closing Date. The Assignor shall, on Assignee's request and at Assignee's expense, but only if such request was made within a period of sixty (60) days of the Closing Date, provide or have their affiliated entities provide all transfer approvals and otherwise complete any online procedures set forth

by the registrar for such Assigned Domain Names. Once the Assigned Domain Names has fully been transferred to Assignee, Assignee shall be required to immediately update the WHOIS record for the Assigned Domain Names with the Registry/Registrar. Any liability and costs based on or arising in connection with non-compliance with this obligation to update the WHOIS record of the Assigned Domain Names shall be borne by Assignee. Assignor shall cooperate with Assignee in connection with reasonable requirements to effectuate the transfer of the Assigned Domain Names, including any update to the WHOIS record therefor.

**3.4.4. Assigned Social Media Accounts.** Assignor shall be responsible for initiating online procedure for transferring the Assigned Social Media Accounts and shall use commercially reasonable efforts to do so within thirty (30) days of the Closing Date. This includes, but is not limited to, changing email addresses associated with the Assigned Social Media Accounts, updating or inviting a designee of Assignee to become the administrator of the Assigned Social Media Accounts, and taking such other steps as required by the social media operators, or their counsel, to effectuate a change of control of the Assigned Social Media Accounts to Assignee.

**3.4.5. Costs.** Assignee shall be responsible for, and shall promptly pay, all reasonable out-of-pocket expenses of Assignor related to the maintenance of the Assigned Assets with respect to the period beginning on and after the Closing Date and incurred by Assignor. During the period ending six (6) months after the Closing Date, in the event any of the Assigned Assets, as the case may be, come up for renewal before the change of ownership has been effectively recorded, the Assignor shall, at the written request and expense of Assignee, assist or cause its affiliated entities to assist the



Assignee in carrying out the necessary formalities. If the Assignor receives after the Closing Date any bills or invoices for out-of-pocket expenses related to the maintenance of the Assigned Assets after the Closing Date, Assignor shall promptly forward such bills or invoices to the Assignee for prompt payment by Assignee. As of the Closing Date, Assignor and its affiliated entities shall no longer be responsible for further actions or payment of out-of-pocket expenses or other costs with respect to the Assigned Assets.

**4. REPRESENTATIONS AND WARRANTIES.**

**4.1. Mutual Representations and Warranties.** Each of the Parties hereby represents and warrants to the other Party that it has the power and authority to enter into this Agreement and to fully perform its obligations hereunder, without conflict with the rights of any third party.

**4.2. Representations and Warranties by Assignor.** Assignor hereby represents and warrants to Assignee that:

- (i) Bank of America and Wilmington Trust have recorded liens against the US Trademarks identified in Schedule A.
- (ii) there are no other liens against any Trademarks identified in Schedule A.
- (iii) Except for the liens against the Trademarks identified in Schedule A in favor of the senior secured creditors of Instant Brands Holdings Inc. (“Lien”), which Assignors shall, at Assignors’ expense (i) use commercially reasonable efforts to be released and terminated no later than 45 business days after the Closing Date, each Assignor has, in each case depending on its ownership of the Trademarks, as detailed in Schedule A, good title to all of the Trademarks free and clear of all liens, claims, restrictions and other encumbrances and defects of title of any nature whatsoever.

- (iv) to the best knowledge of Assignor, there are no lawsuits, actions, proceedings, claims, orders or investigations by or before any governmental authority relating to Assignor's rights in the Assigned Assets; and
- (v) to the best knowledge of Assignor, none of the Assignors 'owned Assigned Assets or the use thereof infringes, dilutes, misappropriates, or otherwise violates the intellectual property rights of any person.
- (vi) Assignor is the sole and rightful owner of the Assigned Assets as set forth in the Agreement and Schedules attached hereto and makes no representations or warranties regarding trademarks or other assets not listed on Schedules A-C nor does it make any representation or warranties for Assigned Assets that have been cancelled or abandoned and listed on Schedule A.

5. Representations and Warranties by Assignee. Assignee hereby represents and warrants to Assignee that:

- (i) Has the full power and authority to enter into this Agreement and to perform its obligations hereunder;
- (ii) Is solely responsible for a clearance search and examination of existing trademarks that may conflict with any trademark that is not listed as an Assigned Asset on Schedule A and the USPTO does not indicate as LIVE.
- (iii) Acknowledges that Assignor has sold cookware products bearing any "REVERE" trademark to distributors and such distributors may have inventory of such product and will continue to sell their inventory of such products after the Effective Date of this Assignment.
- (iv) Acknowledges that Assignor shall have the right to sell an inventory of cookware products bearing any "REVERE" trademark with a value of approximately \$US25,000 through March 31, 2024, provided that prior to selling any such

inventory after payment in full by Assignee under this Agreement, Assignor shall deliver to Assignee an inventory report of said cookware products.

6. Confidentiality of Agreement. Each Party agrees for the benefit of the other that it will not disclose or suffer to be disclosed the Payment terms of this Agreement to any third party except (a) as may be required by any applicable statute, court or administrative order or decree or governmental ruling or regulation or to any regulatory authorities having official jurisdiction over them and/or (b) with the prior written consent of the other party. The Parties agree that Assignor will provide Assignee with a separate INTELLECTUAL PROPERTY ASSIGNMENT STATEMENT attached hereto as Addendum A. The Parties agree where necessary Assignee will use Addendum A to effectuate Recordation of the Assigned Assets.

7. Damages. NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER FOR PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT, REMOTE, SPECULATIVE OR CONSEQUENTIAL DAMAGES. Notwithstanding the foregoing limitation on damages, no such limitation shall apply to indemnification obligations Assignor or its affiliates or others authorized by either of them shall owe Assignee concerning claims arising out of any products sold by Assignor or its affiliates or others authorized by either of them under Section 5 (iii) or (iv) and against any and all loss, expense, cost, damage, liability, or injury (including attorneys' fees and costs) that Assignee may sustain as a result of any such claim, demand, or cause of action for any damage, liability, or injury of any kind or nature whatsoever, arising out of or in connection with such products.

8. MISCELLANEOUS PROVISIONS.

8.1. This Agreement (including the Schedules attached hereto) sets forth the entire agreement of the Parties as to its subject matter and supersedes all prior agreements, negotiations, representations, and promises between them with respect to its subject matter.

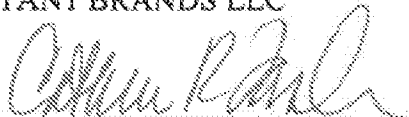
- 8.2. This Agreement is binding upon and will inure to the benefit of each Party and their respective successors or assigns.
- 8.3. This Agreement, and any disputes arising out of or relating to this Agreement, shall be governed by and construed under the laws of the State of Delaware, without reference to its conflicts of law principles. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, the other provisions will remain in full force and effect. If legally permitted, the unenforceable provision will be replaced with an enforceable provision that as nearly as possible gives effect to the Parties' intent.
- 8.4. A waiver of rights under this Agreement will not be effective unless it is in writing and signed by an authorized representative of the Party that is waiving the rights. This Agreement may not be amended unless the amendment is in writing and signed by authorized representatives of both Parties.
- 8.5. This Agreement may be executed in counterparts (which may be exchanged by facsimile), each of which will be deemed an original, but all of which together will constitute the same Agreement, or via an electronic signature system (e.g. DocuSign). This Agreement signed via an electronic signature system shall have the same force and effect as an original with handwritten signatures.

[Intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

**Assignor**

INSTANT BRANDS LLC


By:  \_\_\_\_\_

Name: Catherine R. Landman

Title: CLO / CHRO

**Assignee**

FULL SAIL IP BRANDCO 3, LLC

By:  \_\_\_\_\_

Name: Alan Kravetz

Title: CEO

**SCHEDULE A**  
**ASSIGNED TRADEMARKS/ASSIGNED COPYRIGHTS**

Country	IP Title	Logo	Class	Number: Application Number	Number: Registration Number
Australia	REVERE WARE		21	493573	493573
Canada	1801 REVERE WARE & Design		11, 21	324394	TMA173299
Canada	1801 REVERE WARE COPPER CLAD STAINLESS STEEL & Des.		11, 21	184695	UCA19613
Canada	REVERE		6, 11, 21	184694	UCA19612
Canada	REVERE		6, 11, 21, 30	161410	UCA635
Canada	REVERE CONVENIENCE		21	1188724	TMA686679

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Canada	REVERE Design		21	1676467	TMA968142
Canada	REVERE NONSTICK & DESIGN		21	861451	TMA527641
Canada	REVERE SINCE 1801 (Silhouette)		21	1676470	TMA968144
Canada	REVERE SINCE 1801 LIMITED LIFETIME WARRANTY & Design		21	1775725	TMA1047599
Canada	REVERE TRADITIONS		11, 21	1188725	TMA671501
China	REVERE		21	542723	542723
China	REVERE		21	33604011	33604011

China	REVERE		21	39097965	39097965
China	REVERE (Silhouette)		7	39095170	
China	REVERE (Silhouette)		8	39098058	
China	REVERE (Silhouette)		9	39108214	
China	REVERE (Silhouette)		10	39101748	
China	REVERE (Silhouette)		11	39110549	
China	REVERE (Silhouette)		21	39105909	

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China	REVERE SINCE 1801		7	37888329	37888329
China	REVERE SINCE 1801		8	39098034	
China	REVERE SINCE 1801		9	39110752	
China	REVERE SINCE 1801		10	39101718	
China	REVERE SINCE 1801		11	37886955	37886955
China	REVERE SINCE 1801		21	33603985	33603985
China	REVERE SINCE 1801		21	33603988	33603988

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China	REVERE SINCE 1801 (HORIZONTAL LOGO)		21	16782225	16782225
China	REVERE SINCE 1801 (HORIZONTAL LOGO)		21	33603985	33603985
China	REVERE SINCE 1801 (Stylised)		5	45367319	45367319
China	REVERE SINCE 1801 (Stylised)		7	47975049	47975049
China	REVERE SINCE 1801 (Vertical Logo)		21	16782224	16782224
Cuba	REVERE		21	650/95	122723
Guatemala	REVERE		21	1116/91	66632/485/144

Guatemala	REVERE WARE		21	1117/91	66633/486/144
Hong Kong	REVERE		21	1992B02181	1992B02181
Hong Kong	REVERE SINCE 1801 (HORIZONTAL LOGO)		21	303363930	303363930
Hong Kong	REVERE SINCE 1801 (VERTICAL LOGO)		21	303363949	303363949
Hong Kong	REVERE WARE		21	1992B03581	1992B03581
Indonesia	REVERE		21	R0020010053 03	IDM000093203
Jamaica	REVERE		21	44821	44821

Japan	REVERE		21	2013-99179	5674428
Korea, Republic of (South)	REVERE		21	4019880018709	4001740560000
Korea, Republic of (South)	REVERE (in Korean Characters)(리버어)		8, 21	4020150048416	4011674310000
Korea, Republic of (South)	REVERE CLEAN PAN		21	40-2016-56562	40-1239579
Korea, Republic of (South)	REVERE SINCE 1801 (HORIZONTAL LOGO)		8, 21	4020150048418	4011674330000
Korea, Republic of (South)	REVERE SINCE 1801 (VERTICAL LOGO)		8, 21	4020150048417	4011674320000
Malaysia	REVERE		21	2013063756	2013063756

Mexico	REVERE		21	1463603	1542413
Singapore	REVERE		21	T8908465C	T8908465C
Singapore	REVERE WARE		21	T8908466A	T8908466A
Taiwan	REVERE		21	104017306	1738485
Taiwan	REVERE SINCE 1801 (HORIZONTAL LOGO)		21	104017303	1738484
Taiwan	REVERE SINCE 1801 (VERTICAL LOGO)		21	104017302	1738483
United States of America	REVERE		21	78394904	2938243

United States of America	REVERE		21	73755569	1559047
United States of America	REVERE		35	76374450	2921104
United States of America	REVERE (Silhouette)		21	86271781	5078343
United States of America	REVERE SINCE 1801		21	86271779	5100762
United States of America	REVERE SINCE 1801 · LIMITED LIFETIME WARRANTY ·		21	86963497	5266960

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**SCHEDULE B**  
**ASSIGNED DOMAIN NAMES**

1. www.revereware.com
2. Reverestores.com
3. revereware.biz
4. revereware.info
5. revereware.shop
6. revere.co.kr

**SCHEDULE D**  
**ASSIGNED SOCIAL MEDIA ACCOUNTS**

1. Facebook Account (set up but not published):  
<https://www.facebook.com/RevereCookware>
2. Instagram Account: revere (@reverecookware)  
<https://www.instagram.com/reverecookware/>
3. Pinterest Account: <https://www.pinterest.ca/revereware/>

US2008 21788962 1