

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM841958

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Q.E.P. Co., Inc.		09/20/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Marquis Industries, Inc.
Street Address:	2743 Highway 76
City:	Chatsworth
State/Country:	GEORGIA
Postal Code:	30705
Entity Type:	Corporation: GEORGIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3990083	HARRIS
Registration Number:	0651923	HARRIS
Registration Number:	6342680	HARRIS FLOORING GROUP
Registration Number:	0290424	HARRIS
Registration Number:	3990084	HARRIS WOOD
Registration Number:	4283352	HERITAGE MILL
Registration Number:	6075092	HERITAGE MILL LUXE
Registration Number:	3049197	KRAUS
Registration Number:	3887614	MJ NATURALLY AGED FLOORING

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:

8004945225

Email:

ipteam@cogencyglobal.com

Correspondent Name:

JAY DASILVA

Address Line 1:

1025 CONNECTICUT AVE., NW, STE. 712

Address Line 2:

COGENCY GLOBAL INC.

Address Line 4:

WASHINGTON, D.C. 20036

OP \$240.00 3990083

ATTORNEY DOCKET NUMBER:	2129974 TM
NAME OF SUBMITTER:	Jolene Beaty
SIGNATURE:	/Jolene Beaty/
DATE SIGNED:	09/26/2023

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Assignment”), including all schedules attached hereto, is effective as of September 20, 2023 by and between Q.E.P. Co., Inc., a Delaware corporation (the “Assignor”) and Marquis Industries, Inc., a Georgia corporation (the “Assignee”). Assignor and Assignee may be referred to in this Assignment each as a “Party” and collectively as the “Parties.”

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated September 20, 2023 (the “Purchase Agreement”); and

WHEREAS, pursuant to the terms and subject to the conditions of Purchase Agreement, the Parties agreed that Assignor would transfer, or cause to be transferred, to Assignee the trademarks and applications and registrations therefor set forth on Schedule A attached hereto (collectively, the “Assigned Trademarks”); and

WHEREAS, Assignee is a successor to that portion of Assignor’s business to which the Assigned Trademarks pertain, which business is ongoing and existing.

NOW, THEREFORE, in consideration of the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

1. All capitalized terms not otherwise defined herein, as used in this Assignment, shall have the respective meanings ascribed to such terms in the Purchase Agreement.
2. Subject to the terms and conditions of the Purchase Agreement, Assignor hereby sells, assigns, transfers and conveys to Assignee, and Assignee hereby acquires, assumes and accepts from Assignor, all of Assignor’s right, title, and interest in, to and under the Assigned Trademarks, together with all goodwill associated therewith, free and clear of all Encumbrances, other than Permitted Encumbrances.
3. Assignee may record this Assignment with the United States Patent and Trademark Office and with comparable offices in other jurisdictions throughout the world, as well as with any other United States or foreign government office as may be necessary or appropriate. All costs associated with any such registrations or recordations shall be paid by Assignee.
4. This Assignment is subject to the Purchase Agreement and is subject to and with the benefit of the respective representations, warranties, covenants, terms, conditions and other provisions of the Purchase Agreement, which terms are incorporated herein by reference. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. Without limiting the foregoing, this Assignment is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.
5. This Assignment, the rights and obligations of the parties under this Assignment and any claim or controversy directly or indirectly based upon or arising out of this Assignment, including all matters of construction, validity, and performance, shall be governed by, and construed in accordance with, the laws of the State of Delaware, United States of America, applicable to contracts to be carried out wholly within the State of Delaware, without reference to its conflict of laws principles that might apply the law of another jurisdiction.

6. The Parties agree to take any further actions and execute and further documents necessary to carry out the spirit and intent of this Assignment or the Purchase Agreement.

7. This Assignment may be executed simultaneously in multiple counterparts, and in separate counterparts (including via facsimile or portable document (PDF)), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Signatures on following page]

Assignor:

Q.E.P. CO., INC

By: _____

Name: _____

Title: _____

Leonard Grant
Co-Chief Executive Officer

Assignee:

MARQUIS INDUSTRIES, INC.

By: _____

Name: Wes Godfrey

Title: Co-Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

Assignor:

Q.E.P. CO., INC.

By: _____

Name: _____

Title: _____

Assignee:

MARQUIS INDUSTRIES, INC.

By: Wes Godfrey _____

Name: Wes Godfrey

Title: Co-Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

Schedule A

Assigned Trademarks

MARK	REG. NO.	OWNER	COUNTRY	REG. DATE	NEXT RENEWAL DEADLINE* MONTH/DAY/YEAR
HARRIS	3990083	Q.E.P. Co., Inc.	U.S.A.		7/5/2031
HARRIS (stylized)	0651923	Q.E.P. Co., Inc.	U.S.A.		9/24/2027
HARRIS FLOORING GROUP	6342680	Q.E.P. Co., Inc.	U.S.A.		5/4/2027
HARRIS in Design	0290424	Q.E.P. Co., Inc.	U.S.A.		1/5/2032
HARRIS WOOD (stylized and Design)	3990084	Q.E.P. Co., Inc.	U.S.A.		7/5/2031
HERITAGE MILL	4283352	Q.E.P. Co., Inc.	U.S.A.		1/29/2033
HERITAGE MILL	TMA855379	Q.E.P. Co., Inc.	Canada		7/17/2028
HERITAGE MILL LUXE	6075092	Q.E.P. Co., Inc.	U.S.A.	6/9/2020	6/9/2026
KRAUS	3049197	Q.E.P. Co., Inc.	U.S.A.	1/24/2006	1/24/2026
KRAUS	TMA686562	Q.E.P. Co., Inc.	Canada		4/25/2032
MJ NATURALLY AGED FLOORING	3887614	Q.E.P. Co., Inc.	U.S.A.		12/7/2030