

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844847

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Worky Life, LLC		10/03/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Victor Technology, LLC		
Street Address:	800 S. Weber Road, Unit B		
City:	Bolingbrook		
State/Country:	ILLINOIS		
Postal Code:	60490		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6922200	WORKY	
Registration Number:	6630016	WORKY	
Serial Number:	97102848	WORKY	
CORRESPONDENCE DATA			
Fax Number:	2022987570		
<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:	2026253500		
Email:	sean.wooden@katten.com		
Correspondent Name:	Sean Wooden - Katten Muchin Rosenman LLP		
Address Line 1:	1919 Pennsylvania Ave., NW - Suite 800		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	395344-00004 Daria		
NAME OF SUBMITTER:	Sean S. Wooden		
SIGNATURE:	/ssw/		
DATE SIGNED:	10/10/2023		
Total Attachments: 5			
source=Trademark Assignment Agreement (Fully Executed)#page1.tif			
source=Trademark Assignment Agreement (Fully Executed)#page2.tif			

CH \$90.00 6922200

source=Trademark Assignment Agreement (Fully Executed)#page3.tif
source=Trademark Assignment Agreement (Fully Executed)#page4.tif
source=Trademark Assignment Agreement (Fully Executed)#page5.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (the “**Assignment**”) is made as of October 3, 2023 (the “**Effective Date**”) by and between Victor Technology, LLC, an Illinois limited liability company (the “**Assignee**”) and Worky Life, LLC, a Delaware limited liability company (the “**Assignor**”).

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the trademarks described in the attached Schedule A (the “**Trademarks**”).

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as of the date hereof, Assignor has agreed to convey, assign, and transfer the Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration as set forth in this Assignment, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Conveyance. Assignor does hereby convey, assign, and transfer to Assignee all of Assignor’s right, title and interest in, to and under (i) the Trademarks, together with the goodwill symbolized thereby or associated therewith, and (ii) all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all of Assignor’s rights to: (a) apply for and maintain all registrations, renewals and/or extensions thereof; (b) bring actions and recover damages for past, present and future infringement or other violation thereof; and (c) grant licenses or other interests therein.

2. Entire Business. Assignor and Assignee agree and acknowledge that Assignee is acquiring the entire business, and assets associated therewith, associated with the Trademarks, except as otherwise provided in that certain Asset Purchase Agreement, dated on or about the date hereof, by and among the Assignee, the Assignor and Corey Lieblein.

3. Recordation. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, other applicable trademark office, or other governmental entity or registrar, to record Assignee as the owner of the Trademarks, and to issue all registrations in and to the Trademarks to Assignee as assignee of Assignor’s entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Trademarks, and Assignor shall provide reasonable cooperation and assistance at Assignee’s request to complete the recordation of this Assignment.

4. Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee’s request to transfer, effect, register, enforce, or maintain the rights assigned herein.

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

6. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Assignment.

7. Governing Law; Venue. This Assignment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Assignment shall be governed by, the laws of the State of Delaware, without giving effect to provisions thereof or of any other jurisdiction regarding conflict of laws. Each of the Parties irrevocably consents to the exclusive jurisdiction and venue of the Chancery Court of the State of Delaware or, if such court does not have jurisdiction, the United States District Court for the District of Delaware in connection with any matter based upon or arising out of this Assignment or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware for such Persons, and waives and covenants not to assert or plead any objection that they might otherwise have to such jurisdiction and such process.

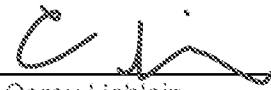
8. Counterparts. Both parties hereto represent that the person executing this Assignment on its behalf has full authority to execute this Assignment and to bind it as a party hereto. This Assignment may be executed in electronically transmitted counterparts.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the undersigned have caused this Assignment to be executed and effective as of the Effective Date.

ASSIGNOR

WORKY LIFE, LLC

By: 
Name: Corey Lieblein
Its: CEO

ASSIGNEE

Victor Technology, LLC

By: _____
Name: _____
Its: _____

IN WITNESS THEREOF, the undersigned have caused this Assignment to be executed and effective as of the Effective Date.

ASSIGNOR

WORKY LIFE, LLC

By: _____
Name: _____
Its: _____

ASSIGNEE

Victor Technology, LLC

By: John Ringlein
Name: John Ringlein
Its: Chief Executive Officer

[Signature Page to Trademark Assignment]

SCHEDULE A
TRADEMARKS

TRADEMARK	Country	App. Number	Filing Date	Reg. Number	Reg. Date
WORKY	US	97104497	November 2, 2021	6922200	December 13, 2022
Worky	US	90064209	July 21, 2020	6630016	January 25, 2022
WORKY	US	97102848	November 2, 2021		January 25, 2022