

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM846006

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|---|--|-----------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Richard Lipton | | 08/31/2021 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | The Type Founders, LLC | | |
| Street Address: | 231 Hopewell Amwell Road | | |
| City: | Hopewell | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 08525 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2844908 | SLOOP | |
| Registration Number: | 5408640 | BENNET | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6126046800 | | |
| <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: | 6126046689 | | |
| Email: | tsitzmann@winthrop.com | | |
| Correspondent Name: | Timothy D. Sitzmann | | |
| Address Line 1: | 225 South Sixth Street | | |
| Address Line 2: | Capella Tower Suite 3500 | | |
| Address Line 4: | Minneapolis, MINNESOTA 55402 | | |
| ATTORNEY DOCKET NUMBER: | 24850.5 | | |
| NAME OF SUBMITTER: | Timothy D. Sitzmann | | |
| SIGNATURE: | /tds/ | | |
| DATE SIGNED: | 10/15/2023 | | |
| Total Attachments: 4 | | | |
| source=20210831 - Lipton - TFF Assignment - Executed - Recorded with USPTO - with exhibit#page1.tif | | | |
| source=20210831 - Lipton - TFF Assignment - Executed - Recorded with USPTO - with exhibit#page2.tif | | | |
| source=20210831 - Lipton - TFF Assignment - Executed - Recorded with USPTO - with exhibit#page3.tif | | | |

OP \$65.00 2844908

TRADEMARK ASSIGNMENT

This Trademark Assignment (“Trademark Assignment”), dated as of August 31, 2021, is made by Richard Lipton, a Rhode Island sole proprietor (“Seller”), in favor of The Type Founders LLC, a Delaware limited liability company (“Buyer”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of August 31, 2021 (the “Purchase Agreement”). All capitalized terms used but not defined herein shall have the meaning attributed to them in the Purchase Agreement.

WHEREAS, Seller is the owner of the trademarks set forth on Schedule A to the Purchase Agreement, together with the goodwill of the business associated therewith (collectively referred to as the “Marks”);

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to transfer all right, title, and interest in and to the Marks to Buyer;

WHEREAS, in connection with the Purchase Agreement, Seller has agreed to transfer substantially all of the assets of the business to which the Marks relate, and that business is ongoing; and

WHEREAS, the parties wish herein to memorialize said assignment, transfer, and sale of Seller’s right, title, and interest in and to the Marks to Buyer.

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

1. Seller hereby sells, assigns, transfers, and conveys to Buyer, its successors and assigns, all right, title, and interest, in and to the Marks, together with the goodwill of the business symbolized by them throughout the world, and all registrations and pending applications therefor, any renewals of the registrations, in all countries throughout the world, for Buyer’s own use and enjoyment, and for the use and enjoyment of Buyer’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Trademark Assignment had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. Seller agrees to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney, or other documentation) and to do such other acts as may be necessary or reasonably requested by Buyer to vest full title in and to the Marks in Buyer or which may be necessary to obtain, renew, issue or enforce the Marks, in each case at the sole cost and expense of Buyer. This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the parties.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify, or expand any provision of the Purchase Agreement.

4. This Trademark Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to the parties. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic transmission (including email or facsimile) shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

5. This Trademark Assignment shall be governed by and construed in accordance with the internal laws (without regard to the conflicts of law provisions) of the State of Delaware.

6. No waiver, modification, or change of any of the provisions of this Trademark Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

[Signature page follows]

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

Richard Lipton

DocuSigned by:
By: *Richard Lipton*

Name: Richard Lipton

Title: Free

Address for Notices:

Richard Lipton
159 Irving Ave Apt 2
Providence RI 02906

AGREED TO AND ACCEPTED:

The Type Founders, LLC

DocuSigned by:
By: *Paley Dreier*

Name: Paley Dreier

Title: Co-CEO and President

Address for Notices:

The Type Founders, LLC
P.O. Box 568
Hopewell, NJ 08525

Schedule A
Trademark Registrations

| Serial Number | Reg. Number | Word Mark |
|---------------|-------------|----------------|
| 87269672 | 5408640 | BENNET |
| 86763283 | 5043090 | DELANEY |
| 85216290 | 4044210 | CANTO |
| 85603750 | 4253862 | SAVANNA SCRIPT |
| 78254052 | 2844908 | SLOOP |
| 77787762 | 3836815 | TANGIER |
| 77564822 | 3605792 | ECRU |
| 75772387 | 2385397 | ALHAMBRA |
| 75691858 | 2445625 | HOFFMANN |
| 75302462 | 2221237 | AVALON |
| 75341982 | 2241513 | MENO |