

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM850655

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Youthful Innovations LLC		10/31/2023	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Victor Technology, LLC		
<b>Street Address:</b>	800 S Weber Road		
<b>Internal Address:</b>	Unit B		
<b>City:</b>	Bolingbrook		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60490		
<b>Entity Type:</b>	Limited Liability Company: ILLINOIS		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97767178	READ-N-GO	
<b>Registration Number:</b>	5600300	TABLET TAKER	
<b>Registration Number:</b>	5626032	THE ORIGINAL SEAT SACK COMPANY	
<b>Registration Number:</b>	5378097	SEAT SACK	
<b>Registration Number:</b>	4435651	READ-N-GO!	
<b>Registration Number:</b>	4347293	ORGANIZE TO TEACH	
<b>Registration Number:</b>	4220357	O2TEACH	
<b>Registration Number:</b>	4266562	O2TEACH	
<b>Registration Number:</b>	4138027	STRAP-N-SACK	
<b>Registration Number:</b>	3919667	HAND-E-SACK	
<b>Registration Number:</b>	3575618	LOCK-N-SACK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	212-728-8000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Matthew S. Makover		

CH \$290.00 97767178

**Address Line 1:** 787 Seventh Avenue  
**Address Line 4:** New York, NEW YORK 10019

**ATTORNEY DOCKET NUMBER:** 131350.00002

**NAME OF SUBMITTER:** Matthew S. Makover

**SIGNATURE:** /Matthew S. Makover/

**DATE SIGNED:** 11/02/2023

**Total Attachments: 5**

source=Victor - Seat Sack - Trademark Assignment Agreement#page1.tif  
source=Victor - Seat Sack - Trademark Assignment Agreement#page2.tif  
source=Victor - Seat Sack - Trademark Assignment Agreement#page3.tif  
source=Victor - Seat Sack - Trademark Assignment Agreement#page4.tif  
source=Victor - Seat Sack - Trademark Assignment Agreement#page5.tif

**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (“Agreement”) is made and entered into as of October 31, 2023 by and between Youthful Innovations LLC, a Florida limited liability company (“Assignor”), and Victor Technology, LLC, an Illinois limited liability company (“Buyer”, and with Assignor are collectively referred to as the “Parties”). All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Asset Purchase Agreement (as defined below).

**WHEREAS**, pursuant to that certain Asset Purchase Agreement, dated as of October 31, 2023 by and among Assignor, Buyer, Anne McAlear and William McAlear (the “Asset Purchase Agreement”), Assignor has agreed to sell, assign, transfer, convey and deliver to Buyer, and Buyer has agreed to purchase from such Assignor, all of the Acquired Assets listed within the Asset Purchase Agreement;

**WHEREAS**, Assignor is the owner of all right, title and interest in and to the trademarks and applications and registrations therefor set forth on Schedule A hereto, including all common law rights therein and the goodwill associated therewith (the “Trademarks”), which Trademarks constitute a portion of the Business Intellectual Property; and

**WHEREAS**, Pursuant to the terms of the Asset Purchase Agreement, Assignor desires to assign to Buyer, and Buyer desires to receive and accept from Assignor, all rights, title and interests in and to the Trademarks.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the promised payments by Buyer as set out in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the Asset Purchase Agreement, the Parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, transfers, conveys and sets over absolutely to Buyer and its successors and assigns, and Buyer hereby accepts the assignment, transfer, conveyance, and setting over of, all of Assignor’s right, title and interests in and to the Trademarks, together with (a) the goodwill and common law rights associated therewith, (b) all other corresponding rights secured under the laws of the United States and any foreign country, (c) all claims and rights to sue for damages by reason of past, present or future infringement, unauthorized use or other violation of the Trademarks, including the right to collect all proceeds and damages therefrom (whether before or after the date hereof), and (d) 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.

2. Transfer. Assignor agrees to execute, at any time and from time to time upon the request and expense of Buyer, such additional documents as Buyer reasonably requests to register and otherwise give full effect to the rights of Buyer under this Agreement in and to the Trademarks, including all documents necessary to record in the name of Buyer the assignment of the Trademarks with the United States Patent and Trademark Office, successor offices or foreign equivalents.

3. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

4. Governing Law. All matters arising out of, relating to or based upon this Agreement shall be deemed to be made and in all respects shall be interpreted, construed and governed by and in accordance with the Laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the Laws of any other jurisdiction.

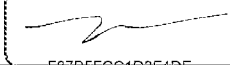
5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or scanned pages shall be effective as delivery of a manually executed counterpart to this Agreement.

6. Relation to Asset Purchase Agreement. Nothing in this Agreement, express or implied, is intended to or shall be construed to amend, modify, expand or limit in any way the terms of the Asset Purchase Agreement. In the event of a conflict or other inconsistency between the provisions of this Agreement and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern, supersede, control and prevail.

**IN WITNESS WHEREOF**, Assignor and Buyer, have caused this Agreement to be signed and executed by its undersigned duly authorized officer.

**ASSIGNOR**

**Youthful Innovations LLC**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: William McAlear  
Title: Managing Member

**BUYER**

**Victor Technology, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**IN WITNESS WHEREOF**, Assignor and Buyer, have caused this Agreement to be signed and executed by its undersigned duly authorized officer.

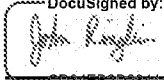
**ASSIGNOR**

**Youthful Innovations LLC**

By: \_\_\_\_\_  
Name:  
Title:

**BUYER**

**Victor Technology, LLC**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: John Ringlein  
Title: Chief Executive Officer

**Schedule A**

**Trade marks**

<b>Citation</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Owner Name</b>
READ-N-GO	97/767,178	25-JAN-2023			YOUTHFUL INNOVATIONS, LLC
TABLET TAKER	87/834,181	14-MAR-2018	5,600,300	06-NOV-2018	YOUTHFUL INNOVATIONS LLC
THE ORIGINAL SEAT SACK COMPANY Design 	87/834,174	14-MAR-2018	5,626,032	11-DEC-2018	YOUTHFUL INNOVATIONS LLC
SEAT SACK	87/465,583	26-MAY-2017	5,378,097	16-JAN-2018	YOUTHFUL INNOVATIONS LLC
READ-N-GO! Design 	85/881,352	20-MAR-2013	4,435,651	19-NOV-2013	YOUTHFUL INNOVATIONS LLC
ORGANIZE TO TEACH	85/372,487	15-JUL-2011	4,347,293	04-JUN-2013	YOUTHFUL INNOVATIONS LLC
O2TEACH Design 	85/372,508	15-JUL-2011	4,220,357	09-OCT-2012	YOUTHFUL INNOVATIONS LLC
O2TEACH	85/372,523	15-JUL-2011	4,266,562	01-JAN-2013	YOUTHFUL INNOVATIONS LLC
STRAP-N-SACK	85/372,529	15-JUL-2011	4,138,027	08-MAY-2012	YOUTHFUL INNOVATIONS LLC
HAND-E-SACK	85/075,814	01-JUL-2010	3,919,667	15-FEB-2011	YOUTHFUL INNOVATIONS LLC
LOCK-N-SACK	77/512,347	01-JUL-2008	3,575,618	17-FEB-2009	YOUTHFUL INNOVATIONS LLC