

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM860757

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MORRISTOWN STAR STRUCK, LLC		11/30/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ELEVEN53 INDUSTRIES, LLC		
Street Address:	16 Stony Hill Road		
City:	Bethel		
State/Country:	CONNECTICUT		
Postal Code:	06801-1031		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6531026	CRYSTAL CLEAR	
Registration Number:	3352424	CRYSTAL CLEAR	
Registration Number:	5513335	CERES	
Registration Number:	6531027	RYSTAL CLEAR	
Registration Number:	2813164	STAR STRUCK	
Registration Number:	1680994	PYRAMID	
CORRESPONDENCE DATA			
Fax Number:	2032615676		
<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:	2032611234		
Email:	stc@warefressola.com		
Correspondent Name:	Ware, Fressola, Maguire & Barber LLP		
Address Line 1:	Bradford Green, Building Five		
Address Line 2:	755 Main Street		
Address Line 4:	Monroe, CONNECTICUT 06468		
ATTORNEY DOCKET NUMBER:	85.060		
NAME OF SUBMITTER:	Steven T. Cooper		
SIGNATURE:	/Steven T. Cooper/		

CH \$165.00 6531026

DATE SIGNED:	12/13/2023
---------------------	------------

Total Attachments: 4
source=Trademark Assignment (00342107xE4B56)#page1.tif
source=Trademark Assignment (00342107xE4B56)#page2.tif
source=Trademark Assignment (00342107xE4B56)#page3.tif
source=Trademark Assignment (00342107xE4B56)#page4.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made as of November 30, 2023, by MORRISTOWN STAR STRUCK, LLC, a Delaware limited liability company ("Assignor"), in favor of ELEVEN53 INDUSTRIES, LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the United States trademark registrations set forth on Appendix A attached hereto, including any common law trademark rights therefor (the "Marks");

WHEREAS, Assignee's sole member and whole owner, Blackstone Industries, LLC, a Connecticut limited liability company ("Buyer"), and Assignee have entered into an Asset Purchase Agreement, dated November 20, 2023 (the "Purchase Agreement"), under which Assignor agreed to assign to Buyer all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated therewith; and

WHEREAS, prior hereto, Buyer assigned the Purchase Agreement, including Buyer's rights to the assignment provided for herein, to Assignee.

NOW, THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the Marks, including any renewals or extensions thereof that are or may be secured under the laws of the United States and any corresponding foreign countries now or hereafter in effect and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with any income, royalties or payments due or payable under or on account of any of the Marks as of the effective date of this Assignment and thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Terms of the Purchase Agreement. Except as set forth in the Purchase Agreement, and subject to the limitations therein, Assignor does not make any representation or warranty in respect of the Marks. Nothing in this Assignment will be construed to supersede, amend or modify any provision of the Purchase Agreement or any rights or obligations under the Purchase Agreement. To the extent that any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

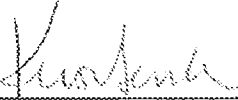
3. Governing Law. This Assignment is governed by the laws of the State of Delaware without regard to its conflicts of law principles.

[SIGNATURES ON FOLLOWING PAGE]

(SIGNATURE PAGE TO TRADEMARK ASSIGNMENT)

IN WITNESS WHEREOF, Assignor has duly executed this Assignment on this 30th day of November, 2023.

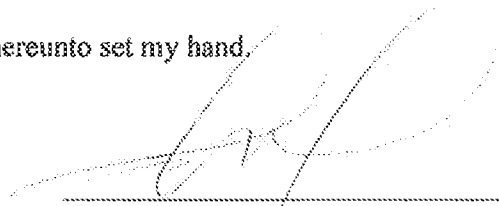
MORRISTOWN STAR STRUCK, LLC

By: 
Keith Sessler
Its President, duly authorized

STATE OF CONNECTICUT)
) ss: Bethel
COUNTY OF FAIRFIELD)

On this the 29th day of November, 2023, before me, the undersigned, personally appeared Keith Sessler, who acknowledged himself to be the President of MORRISTOWN STAR STRUCK, LLC, a limited liability company, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained and acknowledged the same to be his free act and deed individually and as such officer, and the free act and deed of the limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand.




Commissioner of the Superior Court
Notary Public
My Commission Expires:

Jacqueline Rodriguez-Pagan
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 29, 2024

APPENDIX A

Marks

<u>Mark</u>	<u>Country</u>	<u>Reg. No. / Date</u>	<u>Serial No. / Filed</u>
CRYSTAL CLEAR	United States	6531026 Oct. 19, 2021	87588141 Aug. 29, 2017
CRYSTAL CLEAR	United States	3352424 Dec. 11, 2007	78954337 Aug. 17, 2006
CERES	United States	5513335 Jul. 10, 2018	87711690 Dec. 07, 2017
 CRYSTAL CLEAR	United States	6531027 Oct. 19, 2021	87588168 Aug. 29, 2017
STAR STRUCK	United States	2813164 Feb. 10, 2004	78229189 Mar. 24, 2003
PYRAMID	United States	1680994 Mar. 31, 1992	74041691 Mar. 23, 1990