

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866658

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
P22 TYPE FOUNDRY INC.		11/30/2021	Corporation: DELAWARE
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:	4649110	P22 TYPE FOUNDRY	
Registration Number:	3570088	LTC KENNERLEY	
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:	01/08/2024		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (“Trademark Assignment”), dated as of November 30, 2021, is made by P22 Inc., a New York corporation formed in 2014, P22, Inc. (a New York corporation formed in 1995, P22 Type Foundry, Inc. (a New York corporation formed in 1999, P22 Type Foundry, Inc., a Delaware corporation formed in 2007, and Richard Kegler (collectively, “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 November 16, 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 the Acquired Assets, to which the Marks relate; 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. Subject to Section 1.2 of the Purchase Agreement, 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, if any, 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, at Buyer’s sole cost and expense, 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 also 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. In the event of any conflict, inconsistency, or ambiguity between this Trademark Assignment and the Purchase Agreement, the provisions of the Purchase Agreement shall control.

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.

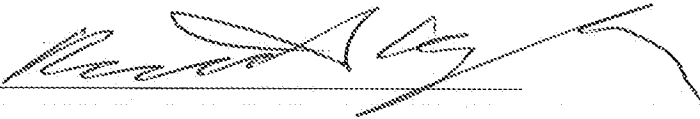
5. This Trademark Assignment shall be governed by and construed in accordance with the internal laws (without regard to the conflicts of law provisions) of the State of Delaware.

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 Kegler

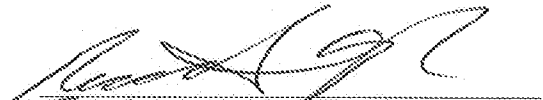
By: 


P22 2014:

P22 1995:

P22 Inc.

P22, Inc.

By: 
Name: Richard Kegler
Title: President

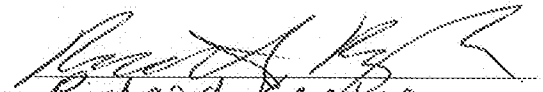
By: 
Name: Richard Kegler
Title: President

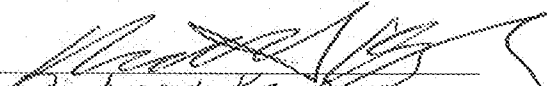
P22 1999:

P22 2007:

P22 Type Foundry, Inc.

P22 Type Foundry, Inc.

By: 
Name: Richard Kegler
Title: President

By: 
Name: Richard Kegler
Title: President

AGREED TO AND ACCEPTED:

The Type Founders, LLC

By: _____

Name:

Title:

Address for Notices:

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

Richard Kegler

By: _____

P22 2014:

P22 1995:

P22 Inc.

P22, Inc.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

P22 1999:

P22 2007:

P22 Type Foundry, Inc.

P22 Type Foundry, Inc.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

AGREED TO AND ACCEPTED:

The Type Founders, LLC

By:  _____

Name: Aaron Primero

Title: Executive Officer

Address for Notices:

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

Schedule A

U.S. Trademark Registrations

CEZANNE – Registration number 4240527

P22 TYPE FOUNDRY – Registration number 4649110

LTC KENNERLEY – Registration number 3570088