

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI72083

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	08/30/2023		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dietzgen Corporation		03/05/2024	Corporation: FLORIDA
RECEIVING PARTY DATA			
Company Name:	Hahnemuhle USA Inc.		
Street Address:	380 North Terra Cotta Road		
Internal Address:	Suite K		
City:	Crystal Lake		
State/Country:	ILLINOIS		
Postal Code:	60012		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75828675	MUSEO	
Serial Number:	78906634	SILVER RAG	
CORRESPONDENCE DATA			
Fax Number:	8132212900		
<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:	8135065180		
Email:	stephen.kelly@hwlaw.com,trademarks@hwlaw.com		
Correspondent Name:	Stephen E. Kelly		
Address Line 1:	Hill Ward Henderson, P.A.		
Address Line 2:	101 E. Kennedy Boulevard, Suite 3700		
Address Line 4:	Tampa, FLORIDA 33602		
ATTORNEY DOCKET NUMBER:	23531.01		
NAME OF SUBMITTER:	ANNA MUKHOVA		
SIGNATURE:	ANNA MUKHOVA		
DATE SIGNED:	03/08/2024		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is dated as of March 5, 2024 to be effective as of August 30, 2023, from Dietzgen Corporation, a Florida corporation ("Assignor") to Hahnemuhle USA Inc., a Delaware corporation ("Assignee").

WHEREAS, the parties hereto executed that certain Asset Purchase Agreement dated August 30, 2023 (the "Asset Purchase Agreement") under which, as part of the overall sale of assets, Assignor attempted to transfer to Assignee the Purchased Trademarks (as defined in the Asset Purchase Agreement);

WHEREAS, the Asset Purchase Agreement contained certain defects regarding the transfer of the Purchased Trademarks;

WHEREAS, the Purchased Trademarks include the trademarks listed on Exhibit A hereto, the contents of which are incorporated herein by this reference; and

WHEREAS, the parties now wish to execute this Assignment for correction *nunc pro tunc* of defects in the Asset Purchase Agreement.

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

1. Assignment of Rights. Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Purchased Trademarks, together with:

a. the trademark registrations for the Purchased Trademarks and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Purchased Trademarks;

b. 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; and

c. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon

request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Purchased Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Purchased Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

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

[Signatures on following page]

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

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

Dietzgen Corporation

By: *Chris Cudzilo*

Name: CHRIS CUDZILO

Title: MANAGING DIRECTOR

Hahnemuhle USA Inc.

By: *Simon Waller*

Name: SIMON WALLER

Title: GENERAL MANAGER

Exhibit A

Purchased Trademarks

Trademark	Owner of Record	Jurisdiction	Registration Number
Museo	Dietzgen Corporation	United States	2448446
Silver Rag	Dietzgen Corporation	United States	3223054

GC
AW