

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI121219

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Christmas by Krebs Corporation		02/29/2024	Corporation: NEW MEXICO
Siena Lending Group LLC		02/29/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	The Gerson Company		
<b>Street Address:</b>	1450 S. Lone Elm Road		
<b>City:</b>	Olathe		
<b>State/Country:</b>	KANSAS		
<b>Postal Code:</b>	66061		
<b>Entity Type:</b>	Corporation: MISSOURI		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78409065	KREBS INTERNATIONAL	
<b>Serial Number:</b>	74062765	CLASSIC NOEL	
<b>Registration Number:</b>	3777739	SANTA'S GLASS	
<b>Registration Number:</b>	3821207	SANTA'S SHATTERPROOF	
<b>Registration Number:</b>	1859794		
<b>Registration Number:</b>	2157110	AMERICAN CLASSIC	
<b>Registration Number:</b>	3027039	CHRISTMAS BY KREBS	
<b>Registration Number:</b>	3242852	KREBS INTERNATIONAL LTD.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8167539996		
<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>	8167535400		
<b>Email:</b>	ashaffer@mcdowellrice.com		
<b>Correspondent Name:</b>	Arthur Shaffer		
<b>Address Line 1:</b>	605 West 47th Street		

OP \$215.00.00 78409065

**Address Line 2:** Suite 350  
**Address Line 4:** Kansas City, MISSOURI 64112

**NAME OF SUBMITTER:** MR. ARTHUR SHAFFER

**SIGNATURE:** MR. ARTHUR SHAFFER

**DATE SIGNED:** 03/26/2024

**Total Attachments: 8**

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**  
**(Christmas by Krebs Corporation)**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of February 29, 2024, is made by Christmas by Krebs Corporation, a New Mexico corporation (“**Assignor**”), having a mailing address at 2650 FM 407 E. STE 145 PMB 455, Bartonville, Texas 76226, Siena Lending Group LLC, a Delaware limited liability company (“**Secured Party**”) in favor of The Gerson Company, a Missouri corporation (“**Assignee**”), having a principal place of business at 1450 S. Lone Elm Road, Olathe, KS 66061, which is the “**Purchaser**” under that certain Purchase Agreement dated February 29, 2024, by and among the Assignee, Assignor, Secured Party thereunder, and other parties thereto, pursuant to which the Assignee will acquire certain assets of Assignor (the “**Agreement**”).

WHEREAS, Secured Party entered into certain agreements with Assignor under certain security agreements including a Copyright Security Agreement and a Trademark Security Agreement both dated March 11, 2013 under which Secured Party obtained a security interest in certain assets of Assignor (“**Prior Collateral Agreements**”), along with a Power of Attorney in connection therewith which were recorded by the United States Trademark Office at Reel/Frame 005007/0647 and with the United States Copyright Office at Volume/Doc. No. 3627/677;

WHEREAS, under the terms of the Agreement, Secured Party has agreed to release, terminate and extinguish the Prior Collateral Agreements;

WHEREAS, under the terms of the Agreement, Assignor has revoked, and Secured Party has agreed to relinquish, all previously granted Powers of Attorney;

WHEREAS, under the terms of the Agreement, Secured Party has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and Assignor and Secured Party have agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office, and the U.S. Copyright Office and any applicable Domain Name Registrar;

NOW THEREFORE, Assignor and Secured Party agree as follows:

1. Assignment. In consideration for the execution of the Agreement, the consideration thereunder and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor and Secured Party hereby irrevocably convey, transfer and assign to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the following (collectively, the “**Assigned IP**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all related patents and patent applications in all countries, including all issuances, divisions, continuations, continuations-in-part, reissues, extensions, re-examinations and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto and all related trademarks, service marks, trade names, logos and trade dress, thereto, and all issuances, extensions and renewals thereof, together with the goodwill connected with the use of and symbolized thereby including those (the “**Trademarks**”);

(c) the copyright registrations, applications for registration and exclusive copyright licenses set forth in Schedule 3 hereto and all issuances, extensions and renewals thereof (the “**Copyrights**”);

(d) the internet domain name registrations including all sub-domain names and extensions thereof and thereto set forth in Schedule 4 hereto (the “**Domain Names**”);

(e) Assignor’s GS1 Company Prefix of 024762;

(f) Assignor’s telephone number of 1-800-CHRISTMAS (1-800-247-4786);

(g) Assignor’s social media accounts including, but not limited to (i) Facebook, (ii) Instagram, (iii) TikTok, (iv) LinkedIn and (v) Alignable, (vi) YouTube; (vii) Pinterest; (viii) Twitter; and (ix) any other online social media account associated with Assignor;

(h) Assignor’s accounts with any online marketplace or sales platform, including, but not limited to (i) Amazon; (ii) Wayfair; (iii) eBay; (iv) Max Warehouse; (v) Walmart; (vi) Target; and (vii) any other marketplace or sales platform account associated with Assignor;

(i) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(j) 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

(k) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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. Domain Names. Assignor does hereby instruct, authorize, and direct any and all registrars thereof, including, but not limited to, the registrars listed on Schedule 4, to transfer the Domain Names to an account as directed by Assignee. Simultaneously with the execution and delivery hereof, Assignor agrees to cooperate with Assignee and to follow Assignee’s reasonable instructions in order to effectuate the transfer of the Domain Name registrations in a timely manner, and Assignor or Assignee is hereby expressly permitted and authorized to provide a copy of this Assignment to any such registrar as necessary to accomplish such transfer. Assignor further agrees that simultaneously

with the execution and delivery hereof, Assignor shall commence transfer of ownership of the Domain Name to Assignee in accordance with the on-line procedures provided by the registrar of the Domain Name. Assignee shall cooperate with Assignor and provide information as necessary to Assignor to complete the ownership transfer. Assignor shall provide written acknowledgement confirming completion of the transfer of ownership to Assignee of such Domain Name.

3. Recordation and Further Actions. Assignor and Secured Party hereby authorize the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and all applicable Domain Name Registrars, and any other governmental officials of any country or countries foreign to the United States, to record and register this IP Assignment upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. Assignor and Secured Party shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items necessary to properly assign the Assigned IP to Assignee.

4. Assignor Covenant. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this IP Assignment.

5. Secured Party Covenant. Secured Party hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this IP Assignment.

6. Terms of the Agreement. The terms of the Agreement are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

7. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP 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 IP Assignment.

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

9. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

10. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or based upon this IP Assignment or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of Kansas, located in the county

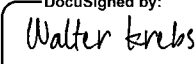
of Johnson for state courts and the county of Wyandotte for federal court, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. In the event there is any legal suit, action or proceeding arising out of or based upon this IP Assignment or the transactions contemplated hereby, then the prevailing party in such legal suit, action or proceeding (including any appellate proceeding) shall be entitled to recover its costs and reasonable attorney fees from the non-prevailing party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Secured Party have duly executed and delivered this IP Assignment as of the date first above written.

**ASSIGNOR**

**CHRISTMAS BY KREBS  
CORPORATION**

By:  DocuSigned by:  
ED71E0843FB24B2...  
Name: Walter Krebs  
Title: Chief Executive Officer

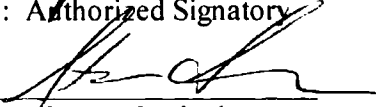
**SECURED PARTY**

**SIENA LENDING GROUP LLC**

By: 

Name: Michael Sessa

Title: Authorized Signatory

By: 

Name: Steven Sanicola

Title: Authorized Signatory

Signature Page to Intellectual Property Assignment Agreement

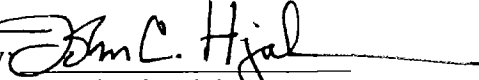
**TRADEMARK**  
**REEL: 008380 FRAME: 0439**



**Accepted by:**

**ASSIGNEE**

**THE GERSON COMPANY**

By 

Name: John C. Hjalmarson




Title: Chairman and CEO

Signature Page to Intellectual Property Assignment Agreement

**TRADEMARK**  
**REEL: 008380 FRAME: 0440**

**SCHEDULE 2**

**TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Owner</b>	<b>Reg. Date (App. Date)</b>	<b>Reg. No. (App. No.)</b>
	Christmas by Krebs Corp.	05/15/2007	3242852
CHRISTMAS BY KREBS	Christmas by Krebs Corp.	12/13/2005	3027039
AMERICAN CLASSIC	Christmas by Krebs Corporation	05/12/1998	2157110
	Christmas by Krebs Corporation	10/24/1994	1859794
KREBS INTERNATIONAL	Christmas by Krebs Corporation	(04/27/2004)	(78409065)
SANTA'S SHATTERPROOF	Christmas by Krebs Corporation	07/20/2010	3821207
SANTA'S GLASS	Christmas by Krebs Corporation	04/20/2010	3777739
	Christmas by Krebs Corporation	(05/25/1990)	(74062765)