# **340.00**

### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Den-Mat Corporation		07/15/1991	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Creation North America, Inc.	
Street Address:	12720 West North Avenue	
City:	Brookfield	
State/Country:	WISCONSIN	
Postal Code:	53005	
Entity Type:	CORPORATION: WISCONSIN	

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1345529	CREATION

### **CORRESPONDENCE DATA**

Fax Number: (414)277-0656

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: Imkonkel@michaelbest.com
Correspondent Name: Michael Best & Friedrich LLP
Address Line 1: 100 East Wisconsin Avenue

Address Line 2: Suite 3300

Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	029087-9010
NAME OF SUBMITTER:	Laura M. Konkel
Signature:	/Laura M. Konkel/
Date:	07/26/2011

TRADEMARK REEL: 004590 FRAME: 0557

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Total Attachments: 4

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### **AGREEMENT**

### Recitals

- A. Den-Mat is the owner of the trademark "CREATION" (hereinafter "Mark") and the following registrations thereof:
  - U.S. Registration No.: 1,345,529 (July 2, 1985) California Registration No.: 73001 (May 2, 1984);
- B. Creation is desirous of acquiring said Mark together with the goodwill associated therewith; and
- C. Den-Mat desires to continue to use said Mark in connection with its business.

Therefore, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

TRADEMARK
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### Section 1. Assignment

- 1.1 In consideration of the sum set forth in Section 1.2, the receipt of which is hereby acknowledged by Den-Mat, Den-Mat hereby sells, transfers and assigns to Creation the entire right, title and interest in and to said Mark and the registrations thereof together with the goodwill of the business in connection with which said Mark is used and which is symbolized thereby.
- 1.2 Upon execution of this agreement, Creation shall pay to Den-Mat the sum of \$35,000.

### Section 2. <u>License</u>

### 2.1 Grant of License

Creation grants to Den-Mat an exclusive, royalty-free license to use the Mark in connection with the goods covered by the aforementioned registrations.

### 2.2 Ownership of Mark

Den-Mat acknowledges the ownership of the Mark in Creation by virtue of the assignment in Section 1 hereof and agrees that it will do nothing inconsistent with such ownership and that all use of the Mark by Den-Mat shall inure to the benefit of Creation.

### 2.3 Quality Standards

Den-Mat agrees that the nature and quality of the goods sold by Den-Mat in connection with the Mark shall continue to conform to the standards in existence and adhered to by Den-Mat as of the date of this agreement.

2.

## 2.4 Quality Maintenance

Den-Mat agrees to cooperate with Creation in facilitating Creation's control of the aforementioned nature and quality of the goods and to supply Creation with specimens of use of the Mark upon reasonable request.

### 2.5 Infringement Proceedings

Creation shall have the sole right and discretion to bring infringement, unfair competition or other proceedings involving the Mark, and Creation shall bear all expenses and costs, including but not limited to attorney fees, associated therewith.

### Section 3. Release

Den-Mat hereby releases and discharges Creation and its officers, directors and employees from any and all claims, demands or causes of action against Creation on account of any use by Creation of the Mark prior to the date of this agreement.

### Section 4. Miscellaneous

### 4.1 Transfer of Rights and Obligations

The rights and obligations arising out of this agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties; provided, however, that Den-Mat shall not have the right to grant any sublicenses under the license granted herein.

3.

# 4.2 Interpretation

RECORDED: 07/26/2011

This agreement shall be interpreted according to the laws of California.

In witness whereof, the parties hereto have caused this agreement to be executed as of the day and year first written above.

**DEN-MAT CORPORATION** 

21. 7

Title:

CREATION NORTH AMERICA, INC.

Rv:

Title:

4.