

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441456

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Ace Consulting & Management, Inc. | | 02/07/2017 | Corporation: MICHIGAN |
| RECEIVING PARTY DATA | | | |
| Name: | Online Store, LLC | | |
| Street Address: | 1000 Westinghouse Dr. Suite 1 | | |
| City: | New Stanton | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 15672 | | |
| Entity Type: | Limited Liability Company: PENNSYLVANIA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77031860 | WOODEZE | |
| Serial Number: | 77012572 | NORTHLINEEXPRESS.COM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129855578 | | |
| <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: | 312-985-5908 | | |
| Email: | dlau@clarkhill.com | | |
| Correspondent Name: | Adam J. Fromm | | |
| Address Line 1: | 130 East Randolph St. Suite 3900 | | |
| Address Line 4: | Chicago, ILLINOIS 60601 | | |
| NAME OF SUBMITTER: | Adam J. Fromm | | |
| SIGNATURE: | /Adam J. Fromm/ | | |
| DATE SIGNED: | 08/31/2017 | | |
| Total Attachments: 4 | | | |
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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment of Intellectual Property Rights (this "Assignment") is made effective as of February 7, 2017, and is entered into by and between Ace Consulting & Management Company, Inc., d/b/a Northline Express.com ("Seller"), and Online Stores, LLC, a Pennsylvania limited liability company ("Buyer"). For purposes of this Agreement, Seller and Buyer may be referred to individually as a "Party," and collectively as the "Parties."

RECITALS

As more fully described in that certain Asset Purchase Agreement as of February 7, 2017 ("Asset Purchase Agreement"):

A. Seller is the owner of an on-line marketing business named as NorthlineExpress.com Business (as that term is defined in the Asset Purchase Agreement);

B. Buyer agreed to purchase from Seller, and Seller agreed to sell to Buyer, certain of the assets of the NorthlineExpress.com Business, including all Intellectual Property assets (as that term is defined in the Asset Purchase Agreement);

C. Seller and Buyer acknowledge and agree that all of the Intellectual Property is intended to be, and shall be, the sole and exclusive property of Buyer.

D. The Parties are entering into this Assignment in order to properly vest in Buyer sole and exclusive ownership of all of the Intellectual Property, and to acknowledge and memorialize the same, on the terms and subject to the conditions set forth in this Assignment.

E. Seller and Buyer are entering in this Assignment pursuant to the terms, and as a material condition to the effectiveness, of the Asset Purchase Agreement.

NOW THEREFORE, Seller and Buyer hereby agree as follows:

1. Assignment of Intellectual Property Rights and Related Matters.

1.1 **Assignment.** For good, fair and valuable consideration, the receipt and sufficiency of which Seller hereby acknowledges, Seller hereby transfers, conveys, grants, assigns and quitclaims to Buyer, and Buyer hereby receives from Seller, the full and exclusive right, title and interest in and to the Intellectual Property, together with all goodwill of the NorthlineExpress.com Business symbolized thereby, registrations and applications relating thereto, not only in the United States and its territorial possessions, but in all countries worldwide, in perpetuity, together with all claims for damages by reason of past infringement thereof or act of unfair competition relating thereto, with the right to sue for damages, and collect the same for Buyer's own use and benefit, and for the use and benefit of Buyer's successors, assigns, and legal representatives.

1.2 **Further Assurances.** On and after the date hereof, Seller shall, at any time and from time to time, upon buyer's request and at Seller's expense, do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, transfers, conveyances, assignments or assurances as may be required in order to transfer, convey, grant, assign, quitclaim and deliver to Buyer, and to fully and exclusively vest in Buyer, all right, title and interest in and to the Intellectual Property. In

the event that Seller is unable or unwilling for any reason to provide such assistance, then Seller hereby irrevocably designates and appoints Buyer, or its duly authorized designee or representative, as Seller's agent and attorney in fact, which appointment is coupled with an interest, with the right, but not the obligation, to act for and on behalf of Seller in order to do all lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Seller.

2. **Representations and Warranties.** Seller hereby represents and warrants to Buyer as follows: (i) Seller is the sole and exclusive owner of all right, title and interest in and to the Intellectual Property and has the full right, power and authority to enter into this Assignment and to transfer, convey, grant, assign and deliver to Buyer all right, title and interest in and to the Intellectual Property; (ii) there are no other agreements or understandings to which Seller is a party or by which Seller is bound that would be violated or breached by, or that would prevent or preclude, Seller's transfer, conveyance, grant, assignment and delivery of the Intellectual Property to Buyer; and (iii) Seller has not sold, transferred, conveyed, granted, assigned, encumbered or licensed to any other party all or any portion of the Intellectual Property prior to the date hereof.

3. **Covenant.** Seller hereby covenants to Buyer that, after the date hereof, Seller will not purport to sell, transfer, assign, grant, assign, encumber or license to any other party all or any portion of the Intellectual Property.

4. **Indemnification.** Seller hereby agrees to indemnify, defend, protect and hold harmless Buyer and each of its members, managers, employees, agents, representatives, successors and assigns, from any and all actual or threatened claims, charges, complaints, demands, liabilities, obligations, causes of action, costs, fees and expenses (including costs and fees of counsel) that are based in whole or in part on or arise out of or in connection with a breach by Seller of any of its representations, warranties, covenants or agreements set forth in this Assignment.

5. **Miscellaneous.**

5.1 **Entire Agreement.** Except for the Asset Purchase Agreement and the exhibits thereto, this Assignment and the exhibits hereto set forth the entire agreement and understanding between the parties relating to the Intellectual Property and supersedes all prior agreements or understandings between the Parties with respect thereto.

5.2 **Governing Law; Jurisdiction.** This Assignment shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflict of law rules thereof. The parties hereby irrevocably consent to the exclusive jurisdiction of the federal and state courts serving Westmoreland County, Pennsylvania in connection with any action or proceeding arising out of or relating to this Assignment.

5.3 **Amendment, Modification and Waiver.** This Assignment may not be amended, modified or supplemented except pursuant to an instrument in writing signed by each of the parties hereto, except that any party to this Assignment may waive any obligation owed to such party by another party under this Assignment, provided such waiver is in writing. The waiver by any party hereto of a breach of any provisions of this Assignment shall not operate or be construed as a waiver of any subsequent breach.

5.4 **Severability.** If one or more of the provisions in this Assignment are

Error! Unknown switch argument.

deemed void by law, then the remaining provisions will continue in full force and effect.

5.5 **Binding Effect.** This Assignment will be binding upon Seller and will be for the benefit of Buyer and its successors and assigns.

5.6 **Construction.** In all instances when appearing in this Assignment, the terms "including," "include," "includes" and the like shall be deemed to be followed by "without limitation."

IN WITNESS WHEREOF, the undersigned have executed this Assignment effective as of the date first set forth above.

"Seller"

ACE CONSULTING &
MANUFACTURING COMPANY, INC.
d/b/a NorthlineExpress.com

By: Robert L. Cochran
Robert L. Cochran, President

"Buyer"

ONLINE STORES, LLC

By: _____
Kevin Hickey, President

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By: _____
Robert L. Cochran, President

"Buyer"

ONLINE STORES, LLC

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