

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM643085

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900611095		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Scottish American Capital, LLC		04/09/2021	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Scottish American Management, LLC		
<b>Street Address:</b>	627 W. College Street		
<b>City:</b>	Grapevine		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76051		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4831425	SCOTTISH AMERICAN	
<b>Registration Number:</b>	4831427	SCOTTISH AMERICAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	15859872920		
<b>Email:</b>	kmcguire@woodsoviatt.com		
<b>Correspondent Name:</b>	Katherine McGuire		
<b>Address Line 1:</b>	1900 Bausch & Lomb Place		
<b>Address Line 4:</b>	Rochester, NEW YORK 14604		
<b>ATTORNEY DOCKET NUMBER:</b>	SC442.117012		
<b>NAME OF SUBMITTER:</b>	Katherine McGuire		
<b>SIGNATURE:</b>	/Katherine McGuire/		
<b>DATE SIGNED:</b>	04/29/2021		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of April 9, 2021 is made by SCOTTISH AMERICAN CAPITAL, LLC, a Delaware limited liability company (“**Assignor**”), in favor of SCOTTISH AMERICAN MANAGEMENT LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignor has entered into that Securities Purchase Agreement dated as of April 9, 2021 (the “**Purchase Agreement**”) by and among WIA Holdings, LLC, a New Jersey limited liability company (the “**LLC Buyer**”), the WIA Corporate Buyer, Inc., a Delaware corporation (the “**Corporate Buyer**” and together with the LLC Buyer, collectively the “**Buyer**”), Assignor, World SAC Holdings, LLC, a Delaware limited liability company, and World SAC Corporate Holdings, LLC, a Delaware limited liability company, pursuant to which the Buyer has agreed to purchase from Assignor, and Assignor has agreed to sell to the Buyer, all of the operating subsidiaries of Assignor, including Assignee, all as more fully described therein;

WHEREAS, it is a condition to the Buyer’s obligation to consummate the transaction contemplated by the Purchase Agreement that Assignor convey, transfer and assign to Assignee, certain trademarks of Assignor;

WHEREAS, Assignor desires to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) 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;

(c) 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

(d) 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 Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, 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 Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

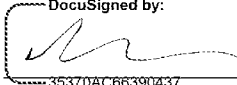
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark 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 Trademark 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

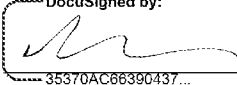
IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

SCOTTISH AMERICAN CAPITAL, LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Paul Thomson  
Title: Chief Gopher

AGREED TO AND ACCEPTED:

SCOTTISH AMERICAN  
MANAGEMENT LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Paul Thompson  
Title: Chief Gopher

**SCHEDULE 1****Assigned Trademarks****Trademark Registrations**

Case Number	Country	Trademark Name	Application No.	Filing Date	Registration No.	Registration Date	Next Action	Due Date
SC442.94800	US	SCOTTISH AMERICAN	86/554,818	05-Mar-2015	4,831,425	13-Oct-2015	Affidavit of Use	10/13/2021
SC442.94801	US	SCOTTISH AMERICAN	86/554,826	05-Mar-2015	4,831,427	13-Oct-2015	Affidavit of Use	10/13/2021

**Trademark Applications**

None

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