

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM789758

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
RESUBMIT DOCUMENT ID:	900750663		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Hardware Supply, Inc.		12/15/2022	Corporation:
RECEIVING PARTY DATA			
Name:	United Hardware Supply, LLC		
Street Address:	251 Little Falls Drive		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5251781	KENAURD	
Registration Number:	6093797	DEGUARD	
Registration Number:	6202455	KEYLESS FACTORY	
Registration Number:	6751203	KEYLESS FACTORY	
CORRESPONDENCE DATA			
Fax Number:	8473835168		
<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:	847-341-9701		
Email:	dmundt@dmmfirm.com		
Correspondent Name:	David M Mundt		
Address Line 1:	4124 RFD		
Address Line 4:	Long Grove, ILLINOIS 60047		
ATTORNEY DOCKET NUMBER:	8907-0033		
NAME OF SUBMITTER:	David M Mundt		
SIGNATURE:	/David M Mundt/		
DATE SIGNED:	02/25/2023		
Total Attachments: 6			

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**ASSIGNMENT AND ASSUMPTION OF
INTELLECTUAL PROPERTY RIGHTS AND INTANGIBLES**

THIS ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY RIGHTS AND INTANGIBLES (this “**Assignment**”) is made as of this 15th day of December, 2022 (the “**Effective Date**”), by and between **UNITED HARDWARE SUPPLY INC**, a Florida corporation d/b/a UHS Hardware (the “**Assignor**”), and **UNITED HARDWARE SUPPLY, LLC**, a Delaware limited liability company (the “**Assignee**”).

WITNESSETH

A. The Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated the same date hereof (the “**Purchase Agreement**”), whereby the Assignor, as seller, has agreed to sell, transfer, assign, convey and deliver to the Assignee, as buyer, all of the Assignor’s right, title and interest in and to the Purchased Assets, including the Business Proprietary Rights (as such capitalized terms are defined in the Purchase Agreement) and intangibles, to the Assignee.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties hereto, subject to the Closing, the Assignor and the Assignee do hereby agree as follows:

1. Assignment. The Assignor hereby assigns to the Assignee, as of the Closing all of the Assignor’s right, title and interest in and to the Business Proprietary Rights (as such term is defined in the Purchase Agreement) and intangibles, as they relate to the Purchased Assets, including the Business Proprietary Rights listed on Exhibit A, attached hereto.
2. Assumption. The Assignee hereby accepts the foregoing assignment in Section 1 hereof.
3. Successors and Assigns. The terms and conditions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
4. Conflicting Terms. This Assignment is made without representation or warranty, except as provided in and by the Purchase Agreement. Nothing contained in this Assignment shall be construed to enlarge, alter, change or amend the covenants, agreements, representations, warranties and other provisions of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.
5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its conflict of laws principles. Any

action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the County of New Castle, State of Delaware. Each of the parties expressly and irrevocably consents to the non-exclusive jurisdiction of the state and federal courts located in New Castle County, Delaware (and of the appropriate appellate courts) in any such action or proceeding, waives any objection to venue laid therein and agrees that each such state and federal court shall be deemed to be a convenient forum. Process in any such action or proceeding may be served by sending or delivering a copy of the process to the party to be served at the address and in the manner provided for the giving of notices in Section 8.3 of the Purchase Agreement. Nothing in this Section, however, affects the right of any party to serve legal process in any other manner permitted by law. Each of the parties hereby waives its rights to jury trial of any claim or cause of action based upon or arising out of or relating to this Agreement. Each party acknowledges that this waiver is a material inducement to enter into this Agreement, and that each party will continue to rely on the waiver in their future dealings.

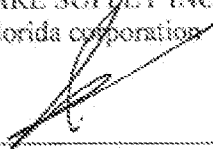
6. Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart. A facsimile or PDF signature of this Assignment shall be valid and have the same force and effect as a manually signed original.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment, and caused this Assignment to be delivered so as to take effect on the Effective Date.

ASSIGNOR:

UNITED HARDWARE SUPPLY INC, d/b/a
UHS Hardware, a Florida corporation

By: 
Name: Yaakov Ben Shushan
Title: President

ASSIGNEE:

UNITED HARDWARE SUPPLY, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Signature Page to Assignment and Assumption of IP Rights and Intangibles

IN WITNESS WHEREOF, the parties hereto have executed this Assignment, and caused this Assignment to be delivered so as to take effect on the Effective Date.

ASSIGNOR:

UNITED HARDWARE SUPPLY INC, d/b/a
UHS Hardware, a Florida corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

UNITED HARDWARE SUPPLY, LLC,
a Delaware limited liability company



By:  _____
Name: Aya Sharvit
Title: Chief Executive Officer

EXHIBIT A

Trademarks

Country	Trademark	Registration Number	Registration or Application Date	Next Deadline
United States (USPTO)	KENAURD KENAURD	5251781	Registration Date: July 25, 2017	7/25/2023: File a Section 8 or Section 71 declaration of use/excusable nonuse
United States (USPTO)	DEGUARD DEGUARD	6093797	Registration Date: July 7, 2020	July 7, 2026: File a Section 8 or Section 71 declaration of use/excusable nonuse
United States (USPTO)	KEYLESS FACTORY KEYLESS FACTORY	6202455	Registration Date: November 17, 2020	November 17, 2026: File for the principal register File Section 8 declaration File Section 8 declaration of use/excusable nonuse and/or file application for Principal Register
United States (USPTO)	 KEYLESS FACTORY	6751203	Registration Date: June 7, 2022	6/7/2028: File a Section 8 or Section 71 declaration of use/excusable nonuse
Taiwan (TIPO)	DEGUARD DEGUARD	02209732	Registration Date: March 16, 2022	3/16/2032: File maintenance documents

Taiwan (TIPO)	KENAURD	02168296	Registration Date: September 16, 2021	9/15/2031: File maintenance documents
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Domain Names

1. www.sellyourkey.com
2. www.unitedhardwaresupply.com
3. www.uhslink.com
4. www.uhs-hardware.com
5. www.deguardlock.com
6. www.kenaurd.com
7. www.uhshardware.com

Social Media

1. YouTube: <https://www.youtube.com/c/UHSHardware>
2. Facebook: <https://www.facebook.com/UHSHardware>
3. Instagram: <https://www.instagram.com/uhshardware>
4. Twitter: <https://twitter.com/UHSHardware>
5. LinkedIn: <https://www.linkedin.com/company/uhshardware/>
6. Google Business: <https://g.co/kgs/iGvpA5>
7. Google Ads: <https://ads.google.com/home#!/>
8. Yahoo / Bing Ads: <https://ads.microsoft.com/>
9. Facebook Profile: <https://www.facebook.com/josh.edelberg/>
10. Facebook Groups: [https://www.facebook.com/groups/363796818226296/;](https://www.facebook.com/groups/363796818226296/)
[https://www.facebook.com/groups/658900347993352/;](https://www.facebook.com/groups/658900347993352/)
<https://www.facebook.com/groups/lonsdork518usa/t>
11. Shopify Account: <https://uhs-hardware.com/admin>
12. Klaviyo Account
13. eMotive Account