

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

Assignment ID: TM1209956

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900851856		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
StickTogether Products LLC		04/15/2024	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Demco, Inc.		
<b>Street Address:</b>	4810 Forest Run Road		
<b>City:</b>	Madison		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53704		
<b>Entity Type:</b>	Corporation: WISCONSIN		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5782195	STICK TOGETHER	
<b>Registration Number:</b>	4945935	STICKTOGETHER	
<b>Registration Number:</b>	5448681	STICK TOGETHER	
<b>Registration Number:</b>	5606041	STICK TOGETHER	
<b>Registration Number:</b>	7032948	STICKERBOARD	
<b>Registration Number:</b>	7097353	STICK TOGETHER	
<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>	4142775330		
<b>Email:</b>	tm-dept@quarles.com,katrina.balasko@quarles.com		
<b>Correspondent Name:</b>	Nicole Renouard		
<b>Address Line 1:</b>	411 East Wisconsin Avenue, Suite 2400		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202-4428		
<b>ATTORNEY DOCKET NUMBER:</b>	250210.00162, et al		
<b>NAME OF SUBMITTER:</b>	KATRINA BALASKO		
<b>SIGNATURE:</b>	KATRINA BALASKO		

**DATE SIGNED:**

05/03/2024

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the “**Assignment**”), dated April 15, 2024 (the “**Effective Date**”), is by and between StickTogether Products LLC, a New York limited liability company (“**StickTogether**”), Sylvia Stein (“**Stein**” and together with StickTogether are, collectively, the “**Assignors**” or each an “**Assignor**”), and Demco, Inc., a Wisconsin corporation (the “**Assignee**”). Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

**WHEREAS**, pursuant to the terms of that certain Asset Purchase Agreement dated as of even date herewith (the “**Asset Purchase Agreement**”), by and among StickTogether and Assignee, Assignee has purchased substantially all of the assets of StickTogether and utilized in its business (the “**Asset Purchase Transaction**”); and

**WHEREAS**, in connection with the Asset Purchase Transaction, Assignors intend to assign, and Assignee intends to accept, the Assigned Intellectual Property, as defined below, upon the terms and conditions set forth in this Assignment.

**NOW, THEREFORE**, in consideration of the mutual promises contained in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignors and Assignee, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Asset Purchase Agreement. As used herein, the following terms have the following meanings:

“**Assignor IP**” means all of Assignors’ rights, title and interests in and to Intellectual Property owned by either Assignor as of the Effective Time that have been exclusively used by either Assignor in the conduct of the Business.

Notwithstanding the foregoing, Assignor IP shall not include either Assignor’s rights, title, or interest in or to the PUZZLE FACE mark, as depicted in U.S. Reg. No. 7272182.

2. **Assignment.** Assignors hereby irrevocably sell, assign, transfer and convey to Assignee, its successors, assigns, and legal representatives all of their rights, title, and interest in and to the Assignor IP (for avoidance of doubt, including any Intellectual Property of Stein), including without limitation the Intellectual Property listed on Exhibits A, B, and C (collectively, the “**Assigned Intellectual Property**”), and each Assignor acknowledges that Assignee owns and will own all such existing and future right, title and interest in and to the Assigned Intellectual Property, including, without limitation, the right to claim priority rights deriving from any of the foregoing and the right to sue for, settle and release past, present and future infringement of any of the foregoing. Without limiting the foregoing, each Assignor acknowledges that Assignee may use, sell, license, translate, copy, duplicate, record, broadcast, distribute, perform, display, add to, subtract from, arrange, rearrange, revise, modify, change, adapt and otherwise exploit the Assigned Intellectual Property and any derivative works thereof in Assignee’s sole and absolute discretion.

3. Assignors hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office,

and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's request, and at Assignee's sole cost and expense, Assignors 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 Intellectual Property to Assignee, or any assignee or successor thereto.

4. This Assignment shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. This Assignment may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

6. No waiver by any party of any of the provisions of this Assignment or the documents to be delivered hereunder shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Assignment or the documents to be delivered hereunder shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

7. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern.

8. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Assignment shall be governed by and construed in accordance with the internal laws of 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) that would cause the application of laws of any jurisdiction other than those of the State of New York.

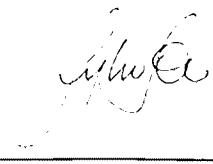
9. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

*[Signature Page to Follow]*


IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Assignment as of the day and year first above written.

**ASSIGNORS:**

STICKTOGETHER PRODUCTS LLC

By  \_\_\_\_\_

Its President \_\_\_\_\_

  
\_\_\_\_\_  
Sylvia Stein

**ASSIGNEE:**

DEMCO, INC.

By Chad Edwards  
Chad Edwards

Its President \_\_\_\_\_



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**TRADEMARK**  
**REEL: 008419 FRAME: 0837**



QB 89280288.5

**TRADEMARK**  
**REEL: 008419 FRAME: 0838**

Exhibit C  
Trademarks

Registered With	Mark	Application Number	Application Date	Registration Number	Registration Date
US PTO	STICK TOGETHER	87376348	03/17/2017	5782195	06/18/2019
US PTO	STICK TOGETHER	86757197	09/15/2015	4945935	04/26/2016
Australia (PPA)	STICK TOGETHER	1916862	03/30/2018	1916862	03/30/2018
US PTO	STICK TOGETHER	87977034	03/17/2017	5448681	04/17/2018
US PTO	STICK TOGETHER & Design	87844275	03/21/2018	5606041	11/13/2018
					
US PTO	STICKERBOARD	97669548	11/9/2022	7032948	4/18/2023
US PTO	STICK TOGETHER	97392940	5/3/2022	7097353	7/4/2023
Canada	STICK TOGETHER	1828272	3/20/2017	TMA1007753	10/29/2018

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