

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6393051

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BENCHMARK USA, INC.	10/16/2020
RECEIVING PARTY DATA		
Name:	DWL INTERNATIONAL TRADING, LLC	
Street Address:	65 INDUSTRIAL ROAD	
City:	LODI	
State/Country:	NEW JERSEY	
Postal Code:	07644	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	62957462	
Patent Number:	8444010	
CORRESPONDENCE DATA		
Fax Number:	(216)363-4588	
<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:	2163634677	
Email:	dpoirier@beneschlaw.com	
Correspondent Name:	DUNCAN H. POIRIER	
Address Line 1:	BENESCH FRIEDLANDER COPLAN & ARONOFF LLP	
Address Line 2:	200 PUBLIC SQUARE, SUITE 2300	
Address Line 4:	CLEVELAND, OHIO 44114	
ATTORNEY DOCKET NUMBER:	49779.2	
NAME OF SUBMITTER:	DUNCAN H. POIRIER	
SIGNATURE:	/Duncan H. Poirier/	
DATE SIGNED:	11/10/2020	
Total Attachments: 5		
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AGREEMENT FOR ASSIGNMENT OF
INTELLECTUAL PROPERTY AND RIGHTS

THIS AGREEMENT FOR ASSIGNMENT OF INTELLECTUAL PROPERTY AND RIGHTS, effective as of October 16, 2020, (the “**Intellectual Property Assignment**”) is entered into by and between Benchmark USA, Inc., an Iowa corporation (the “**Assignor**”), and DWL International Trading, LLC, a Delaware limited liability company (the “**Assignee**”). This Intellectual Property Assignment is being executed pursuant to that certain Asset Purchase Agreement dated of even date herewith, by and among the Assignor, the Assignee and Tom Berger (the “**Purchase Agreement**”). Capitalized terms used but not otherwise defined in this Intellectual Property Assignment shall have the meanings assigned to them in the Purchase Agreement.

BACKGROUND

The Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, all of the Assignor’s right, title, and interest in and to the Intellectual Property owned by the Assignor and related to or used in the operation of the Business.

NOW, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties, intending to be legally bound, hereto agree as follows:

1. The Assignor hereby assigns, transfers and conveys to Assignee the Assignor’s entire and undivided right, title, and interest, whether now existing or hereafter acquired, in and to the Intellectual Property owned by the Assignor and related to or used in the operation of the Business, including those items listed in Section 1.01(e) of the Purchase Agreement (and excluding and Excluded Assets), along with any and all registrations and applications for such Intellectual Property and any renewals and extensions of registrations or applications thereof that may be secured under any applicable law now or in the future, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, pertaining to the Intellectual Property, including infringement of the Intellectual Property, or other violations, and the right to sue, either at law or in equity, and recover the same in Assignee’s name.

2. The Assignor agrees to provide to the Assignee, its successors, assigns and other legal representatives, reasonable cooperation and assistance, and to do all acts and take such further action, including the execution, acknowledgment, and delivery of such additional documents as the Assignee may reasonably request, to carry out and fulfill the purposes and intent of this Intellectual Property Assignment.

3. The Assignor will cooperate to the extent reasonably necessary for the Assignee to make any and all required filings to effectuate the transfer of the Intellectual Property described in Section 1 above.

4. This Intellectual Property Assignment shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors in interest and assigns.

5. Whenever possible, each provision of this Intellectual Property Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Intellectual Property Assignment is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Intellectual Property Assignment.

6. Notwithstanding anything herein to the contrary, the provisions of this Intellectual Property Assignment shall be subject to the provisions of the Purchase Agreement, including, without limitation, the representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets which are incorporated herein by this reference. If and to the extent the provisions of this Intellectual Property Assignment are inconsistent in any way with the provisions of the Purchase Agreement, the provisions of the Purchase Agreement control. Nothing contained herein shall be deemed to alter, modify, expand, or diminish the terms and provisions set forth in the Purchase Agreement. Nothing contained in this Intellectual Property Assignment may be construed as a waiver of any of the rights or remedies of the parties hereto as set forth in, or arising in connection with, the Purchase Agreement or any other instrument or document delivered by the parties hereto pursuant to the Purchase Agreement.

7. This Intellectual Property Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Intellectual Property Assignment by facsimile transmission or other electronic transmission (including by electronic mail in portable document format (.pdf)) shall be as effective as delivery of a manually executed counterpart hereof and shall be considered to have the same binding legal effect as if it were the original signed version hereof delivered in person.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Intellectual Property Assignment to be duly executed as of the date first above written.

ASSIGNOR:


BENCHMARK USA, INC.

By: TSB
Name: Tom Berger
Title: President

[Intellectual Property Assignment]

ASSIGNEE:

DWL INTERNATIONAL TRADING, LLC

By: 
Name: Nataliya Strugatskaya
Title: Chief Financial Officer

[Intellectual Property Assignment]

Schedule 4.01(h)
Intellectual Property

1. U.S. Patent No. 8,444,010 issued May 21, 2013, for a Food Product Dispensing Apparatus;
2. Provisional Patent, Application No. 62/957,462, filed on January 6, 2020, for a cut-side only toaster;
3. Domain name: www.benchmarkusainc.com;
4. Benchmark USA Facebook Page – www.facebook.com/BenchmarkUSA; @BenchmarkUSA;
5. Benchmark USA Twitter Account – @BenchmarkUsa;
6. Benchmark USA LinkedIn Page – <https://www.linkedin.com/company/benchmark-usa-inc/>;
7. Jelco Private Label Agreement;
8. GZ Eton Private Label Agreement;
9. Seller has granted a limited license to Margaree and Xiang An Hardware in China to use Seller's product designs, trade name, and logo to manufacture Seller's products when ordered by Seller.