506600540 04/08/2021

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6647345

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date	
K & COMPANY LLC	08/31/2018	

RECEIVING PARTY DATA

Name:	AMERICAN CRAFTS, L.C.		
Street Address:	588 WEST 400 SOUTH		
City:	LINDON		
State/Country:	UTAH		
Postal Code:	84042		

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	8549972

CORRESPONDENCE DATA

Fax Number: (801)375-3865

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.

Phone: 8013756600

Email: djp.ipmail@dentons.com

Correspondent Name: BRICK G. POWER, DENTONS

Address Line 1: 3301 NORTH THANKSGIVING WAY, SUITE 400

Address Line 4: LEHI, UTAH 84043

ATTORNEY DOCKET NUMBER: 41719-3023USC1		
NAME OF SUBMITTER:	BRICK G. POWER	
SIGNATURE:	/brick g power/	
DATE SIGNED:	04/08/2021	

Total Attachments: 4

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PATENT 506600540 REEL: 055869 FRAME: 0909

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (the "<u>Assignment</u>") is made and entered into this 31st day of August, 2018 by and among EK Success Ltd., a New York Corporation ("<u>EK</u>"), and K & Company LLC, a Delaware limited liability company ("<u>K&Co</u>" and, together with EK, "<u>Assignor</u>"), in favor of American Crafts L.C., a Utah limited liability company ("<u>Assignee</u>").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title, and interest in and to the patents, patent applications, design patents, design registrations, and design applications identified in Schedule A (hereinafter, the "Patents");

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of the date hereof (the "APA"), by and among Assignor, Assignee, and the other parties listed thereto, pursuant to which Assignor agrees to assign to Assignee its right, title, and interest in and to certain assets, including the Patents; and

WHEREAS, Assignor and Assignee wish to document the assignment to Assignee of Assignor's right, title, and interest in and to each of the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

- Section 1. <u>Assignment</u>. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, and interest in and to each of the Patents and to the designs and/or inventions disclosed therein, including all divisions, continuations, reissues, reexaminations, review certificates, and extensions of any of the Patents and legal equivalents of any of the foregoing, and in and to all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto, and all causes of action relating to enforcement of any of the Patents, including with respect to claims or causes of action arising from activities which precede the date of this Assignment.
- Section 2. <u>Acknowledgement</u>. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all Assignor's right, title and interest in and to each of the Patents.
- Section 3. <u>Further Assurances</u>. Assignor hereby covenants, at the reasonable request of Assignee, to do and perform, or to cause to be done and performed, all further acts and things, and to execute and deliver all further documents, in order to carry out the intent and accomplish the purposes of this Assignment and the consummation of the transactions contemplated hereby.
- Section 4. <u>Governing Law</u>. This Assignment and any claim or controversy hereunder shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflict of laws thereof.

PATENT REEL: 055869 FRAME: 0910 Section 5. <u>Entire Agreement</u>. This Assignment, together with the APA, contains the entire undertaking of Assignor with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of Assignor and Assignee relating to the subject matter hereof. The parties hereto intend that this Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the APA, which govern the parties' rights and interests in the Patents. In the event of any conflict between the terms of this Assignment and the terms of the APA, the terms of the APA shall control.

[Signature Page Follows]

REEL: 055869 FRAME: 0911

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

EK:

EK SUCCESS LTD.

Name:

Title:

Susan Buchta, CEO

K&CO:

K & COMPANY LLC

Name.

Title:

Susan Buchta, CEO

REEL: 055869 FRAME: 0912

Schedule A

Owner	Title	Country	Brand	Status	App. No.	App. Date	Patent No.	Issue Date
EK Success Ltd.	Arc Punch and Method of Using the Same	PCT	EK - MSLO	Pending	PCT/US12/60566	17-Oct-12		
EK Success Ltd.	Arc Punch and Method of Using the Same	Australia	EK- PaperArts	Pending	2012326242	17-Oct-11		
EK Success Ltd.	Arc Punch and Method of Using the Same	European Union	EK-Paper Arts	Pending	12842145	17-Oct-11		
EK Success Ltd	Arc Punch and Method of Using The Same	Japan	EK Success	Pending	2014-537169	07-Aug-14		
EK Success Ltd.	Bow Maker	US	EK Tools	Granted	29/504,975	10-Oct-14	D741,592	27-Oct-15
EK Success Ltd	Bow Maker	US	EK Tools	Granted	29/504,970	10-Oct-14	D741,591	27-Oct-15
EK Success Ltd.	Compression Punch System (Anywhere Punch)	US	EK - Paper Arts	Pending	13/112668	20-May-11		
K & Company LLC	Custom Display and Storage System	US	EK - Paper Arts	Granted	09/610,115	30-Jun-00	6,460,279	08-Oct-02
EK Success LTD	Decorating Tools, formerly, "Tool For Making Decorative Bows (Bow Maker)"	European Comm.		Registered	002677807-0001	09-Apr-15	00267780 7-0001 to 0004	05-Jun-15
EK Success Ltd.	Flat Paper Punch	Taiwan	EK - Paper Arts	Pending	098103731	05-Feb-09		
EK Success Ltd.	Flat Paper Punch	US	EK - Paper Arts	Granted	13/399723	17-Feb-12	8,549,972	08-Oct-13
EK Success	Flat Paper Punch	US	EK - Paper Arts	Pending	14/047,654	07-Oct-13		
EK Success Ltd.	Improved Circle Cutter	US	EK - Paper Arts	Granted	11/805545	23-May-07	7,685,719	30-Mar-10
EK Success Ltd.	Layering Punch	US	EK - Paper Arts	Grant	13/112,704	20-May-11	8,931,387	13-Jan-15
EK Success Ltd.	Mini Stapler	US	EK - Paper Arts	Granted	29/251295	04-Jan-06	D532264	21-Nov-06
EK Success Ltd.	Paper Punch (Punch Pro Design)	US	EK - Paper Arts	Granted	29/312370	16-Oct-08	D613,795	13-Apr-10
EK Success Ltd.	Pattern Cutting System/Blade	Taiwan	EK - Paper Arts	Pending	100135744	08-Oct-11		
EK Success Ltd.	Pattern Cutting System/Blade	PCT	EK - Paper Arts	Pending	PCT/US11/54551	03-Oct-11		
EK Success Ltd.	Stapler	US	EK - Paper Arts	Granted	11/030582	05-Jun-05	7,118,020	10-Oct-06
EK Success Ltd.	Tweezer tips	US	EK - Kids	Granted	29/365,258	07-Jul-10	D640,005	14-Jun-11

Patent Assignment between EK Success Ltd. & K & Company LLC and American Crafts, L.C. – Page $m{0}$ of $m{4}$

PATENT REEL: 055869 FRAME: 0913