

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6830562

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SK HAND TOOL LLC	06/30/2021
RECEIVING PARTY DATA	
Name:	GREAT STAR TOOLS USA, INC.
Street Address:	9836-A NORTHCROSS CENTER COURT
City:	HUNTERSVILLE
State/Country:	NORTH CAROLINA
Postal Code:	28078
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7331262
CORRESPONDENCE DATA	
Fax Number:	(704)847-1301
<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:	704-847-1300
Email:	SA@ASHLEYPATENTLAW.COM
Correspondent Name:	ASHLEY LAW FIRM P.C.
Address Line 1:	10700 SIKES PL, STE. 230
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28277
ATTORNEY DOCKET NUMBER:	0253/SKHANDTOOL/PATENTS
NAME OF SUBMITTER:	STEPHEN S. ASHLEY, JR.
SIGNATURE:	/Stephen Ashley/
DATE SIGNED:	07/24/2021
Total Attachments: 8	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“Agreement”) is made as of June 30, 2021 (“Effective Date”) by and between Great Star Tools USA, Inc., a Delaware corporation (“Assignee”), and SK Hand Tool LLC, a Delaware limited liability company (“Assignor”).

WHEREAS, the parties and a certain other party have entered that certain Asset Purchase Agreement dated June 30, 2021 (the “Purchase Agreement”), pursuant to which Assignor shall assign and transfer to Assignee any and all of its right, title and interest in and to all the intellectual property owned beneficially and of record by Assignor and as set forth on Schedule 1.1(f) of the Purchase Agreement (collectively, the “Purchased SK IP”), and attached hereto in Exhibit A.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound herby, the parties agree as follows:

1. **Assignment.** Assignor hereby perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns, all of Assignor’s right, title, and interest in and to the Purchased SK IP. Assignor further perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns all claims for past, present and future infringement or misappropriation of the intellectual property rights included in the Purchased SK IP (the “**Intellectual Property Rights**”), including all rights to sue for and to receive and recover all profits and damages accruing from an infringement misappropriation prior to the Effective Date as well as the right to grant releases for past infringements. Assignor hereby waives and agrees not to enforce all moral rights and all personality rights that Assignor may have in the Purchased SK IP.

2. **Assistance.** After the Effective Date, Assignor will execute all documents as Assignee may reasonably be required to effectuate the transfer of the Purchased SK IP and the vesting of complete and exclusive ownership of the Purchased SK IP in Assignee. In addition, Assignor will, at the request and sole cost and expense of Assignee, but without additional compensation, promptly execute all documents as Assignee may reasonably require to apply for, obtain, register, maintain and vest in the name of Assignee alone (unless Assignee otherwise directs) Intellectual Property Rights protection relating to any or all of the Purchased SK IP in any jurisdiction throughout the world.

3. **Miscellaneous.**

a) Binding on Successors. This Agreement will inure to the benefit of, and be binding upon, the parties, together with their respective representatives, successors, and assigns. Notwithstanding the foregoing, Assignor may not assign this Agreement without the consent of Assignee, which shall not be unreasonably withheld. Assignee may assign this Agreement in its discretion.

b) Purchase Agreement. The rights, duties and obligations of the parties hereunder shall be cumulative and in addition to the rights, duties and obligations of the parties under the Purchase Agreement. Notwithstanding any other provision of this Agreement to the contrary, nothing contained herein shall in any way supersede, amend, rescind, waive, expand, or in any other way affect the provisions, including the representations, warranties, covenants and agreements or the rights and remedies of any of the parties under the Purchase Agreement, and, to

the extent of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern. This Agreement is intended only to effect the transfer of the Purchased IP pursuant to the Purchase Agreement, and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement. Capitalized terms used but not otherwise defined herein shall have the same meanings as set forth in the Purchase Agreement.

c) Governing Law and Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without reference to its conflict of law provisions.

d) Amendment and Waiver. This Agreement may not be amended or modified unless mutually agreed upon in writing by the parties and no waiver will be effective unless signed by the party from whom such waiver is sought. The waiver by any party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

e) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Electronic (including DocuSign), photocopy and facsimile copies of signatures may be used in place and stead of original signatures with the same force and effect as originals.

[Signature pages follow.]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first written above.


ASSIGNEE:

GREAT STAR TOOLS USA, INC.

By: _____
Name: Lily Chi
Title: President

ASSIGNOR:

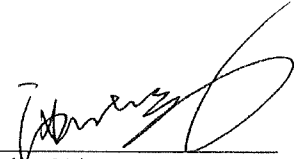
SK Hand Tool LLC

By:  _____
Name: Kevin Lamb
Title: Manager

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first written above.

ASSIGNEE:

GREAT STAR TOOLS USA, INC.

By: 
Name: Lily Chi
Title: President

ASSIGNOR:

SK Hand Tool LLC

By: _____
Name: Kevin Lamb
Title: Manager

Signature Page to Intellectual Property Assignment Agreement

PATENT
REEL: 056971 FRAME: 0535

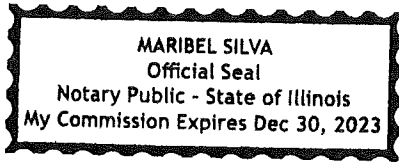
STATE OF *Illinois*)

) ss.:

COUNTY OF *Dekalb*)

ACKNOWLEDGMENT

On this 30th day of June 2021, before me came *Kevin Lamb*, who stated that he is the *Manager* of SK Hand Tool LLC and acknowledged that he executed the above instrument as the act and deed of SK Hand Tool LLC with full authority to do so.



Maribel Silva
Notary Public

EXHIBIT A

Purchased SK IP

1. Trademarks

Filing Date	Serial Number	Registration number	Trademark	Jurisdiction	Class	Registration Date
1/17/2006	78/792,812	3,227,220	SK & DESIGN 	United States	8	4/10/2007
8/15/1998	73/745,951	1,594,911	SUPERKROME	United States	8	5/8/1990
9/11/1996	75/167,141	2,130,072	SURE GRIP	United States	8	1/20/1998
8/15/1988	73/746,359	1,539,833	TUFF 1	United States	8	5/16/1989

COMMON LAW TRADEMARKS

Trademark	Product or Category	Estimated First Use Date
Flex Zone™	Sockets	11/1/2018
What the Pros Use™	Slogan	6/1/2018
SuperSet™	Hand Tools; sockets and socket drives	3/31/1988
The Power You Need. The Precision You Trust	Slogan	2016
SK Professional Tools	Clothing, Marketing, on SK Building	2014
LP90™	Teardrop style Ratchets	6/14/2017

2. Patents

Filing Date	Patent Number	Jurisdiction	Description	Registration Date
8/30/2005	7,331,262	United States	Drive Bit Holder and Method of Manufacturing	2/19/2008

3. Domain Names

Domain Name	Registrar	Expiration Date
skhand.biz	Networks Solutions, LLC	9/9/2021
skhand.info	Networks Solutions, LLC	9/13/2021
skhand.com	Networks Solutions, LLC	3/20/2022
skhand.net	Networks Solutions, LLC	3/20/2022
skhand.org	Networks Solutions, LLC	3/20/2022
skhand.us	Networks Solutions, LLC	3/20/2022
skhands.com	Networks Solutions, LLC	3/20/2022
skhands.net	Networks Solutions, LLC	3/20/2022
skhands.org	Networks Solutions, LLC	3/20/2026
skhands.us	Networks Solutions, LLC	3/20/2026
skhandtool.com	Networks Solutions, LLC	8/25/2024
skhandtool.net	Networks Solutions, LLC	10/28/2022
skhandtools.net	Networks Solutions, LLC	10/28/2022
skpower.org	Networks Solutions, LLC	3/20/2026
skpower.site	Networks Solutions, LLC	12/4/2021
skpower.us	Networks Solutions, LLC	3/20/2026
skpowers.net	Networks Solutions, LLC	3/20/2026
skpowers.org	Networks Solutions, LLC	3/20/2026
skpowers.us	Networks Solutions, LLC	3/20/2026
skpowertool.com	Networks Solutions, LLC	3/20/2026
skpowertool.net	Networks Solutions, LLC	3/20/2026
skpowertool.org	Networks Solutions, LLC	3/20/2026

Exhibit to Intellectual Property Assignment Agreement

skpowertool.us	Networks Solutions, LLC	3/20/2026
skpowertools.net	Networks Solutions, LLC	3/20/2026
skpowertools.org	Networks Solutions, LLC	3/20/2026
skpowertools.us	Networks Solutions, LLC	3/20/2026
skprofessionalhandtools.com	Networks Solutions, LLC	10/28/2022
skprofessionalhandtools.net	Networks Solutions, LLC	10/28/2022
sktool.net	Networks Solutions, LLC	3/20/2026
sktool.org	Networks Solutions, LLC	3/20/2026
sktool.us	Networks Solutions, LLC	3/20/2026
sktooledi.com	Networks Solutions, LLC	4/27/2022
sktools.com	Networks Solutions, LLC	3/24/2024
sktools.org	Networks Solutions, LLC	3/20/2026
vocationaltools.com	Networks Solutions, LLC	3/20/2026