PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7040076

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
JAMES E. ZEILINGER	11/23/2021

RECEIVING PARTY DATA

Name:	BRAND CASTLE, LLC
Street Address:	5111 RICHMOND ROAD
City:	CLEVELAND
State/Country:	OHIO
Postal Code:	44146

PROPERTY NUMBERS Total: 14

Property Type	Number
Patent Number:	D882387
Patent Number:	D882386
Patent Number:	D877605
Patent Number:	D856784
Patent Number:	D856783
Patent Number:	D641219
Patent Number:	D630904
Patent Number:	D628864
Patent Number:	D628862
Patent Number:	D628446
Patent Number:	D602227
Patent Number:	D628863
Application Number:	63123432
Application Number:	63225907

CORRESPONDENCE DATA

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PATENT REEL: 058197 FRAME: 0540

506993237

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ATTORNEY DOCKET NUMBER:	36024/04003
NAME OF SUBMITTER:	RYAN W. FALK
SIGNATURE:	/Ryan W. Falk/
DATE SIGNED:	11/23/2021

Total Attachments: 4

source=Patent Assignment (J. Zeilinger to Brand Castle) v 1 (4856-7547-8788)#page1.tif source=Patent Assignment (J. Zeilinger to Brand Castle) v 1 (4856-7547-8788)#page2.tif source=Patent Assignment (J. Zeilinger to Brand Castle) v 1 (4856-7547-8788)#page3.tif source=Patent Assignment (J. Zeilinger to Brand Castle) v 1 (4856-7547-8788)#page4.tif

PATENT REEL: 058197 FRAME: 0541

PATENT ASSIGNMENT

This Patent Assignment Agreement (the "<u>Patent Assignment</u>") is entered into as of November 23, 2021 (the "<u>Effective Date</u>"), between James E. Zeilinger, an individual with an address of 2909 Drummond Road, Shaker Heights, OH 44120 ("<u>Assignor</u>") and Brand Castle, LLC, an Ohio limited liability company having an address of 5111 Richmond Road, Cleveland, Ohio 44146 ("<u>Assignee</u>").

Whereas ASSIGNOR has invented certain inventions (the "Inventions") described and claimed in the patents and patent applications set forth in **Schedule I** (collectively, hereinafter referred to as the "Patents") and Assignor is the owner of is the owner of all right, title and interest in the Inventions and Patents; and

WHEREAS, Assignor desires to assign all right, title and interest in and to the Inventions and Patents to Assignee and Assignee desires to receive such right, title and interest in and to the Inventions and Patents;

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

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "<u>Assigned Patents</u>"):
- (a) the Patents set forth in **Schedule I** attached hereto and all priority applications, issuances, divisionals, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;
- (b) all rights of any kind whatsoever in the Inventions and any rights of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment

PATENT REEL: 058197 FRAME: 0542 upon request by Assignee. Notwithstanding anything to the contrary in this Patent Assignment, Assignee shall be responsible for preparing and filing all instruments and documents necessary to effect the assignment of the Assigned Patents to Assignee, including all costs and expenses of preparing and recording country-specific assignments and legalization of signatures (where required). Following the date hereof, Assignor 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 necessary to effect, evidence or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto; provided that, notwithstanding anything to the contrary herein, such obligation of Assignor to cooperate shall expire 12 months following the Effective Date.

- 3. <u>Counterparts</u>. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent 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 Patent Assignment.
- 4. <u>Successors and Assigns</u>. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. Governing Law. This Patent Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction)

[SIGNATURE PAGE FOLLOWS]

PATENT REEL: 058197 FRAME: 0543 IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment as of the date first written above.

ASSIGNOR:

JAMES E. ZEILINGER

By:

AGREED TO AND ACCEPTED:

ASSIGNEE:

BRAND CASTLE, LLC

Name: James E. Zeilinger

Title: Chief Executive Officer, Secretary

and Treasurer

SCHEDULE I

		Difference No.	Telly Date	Application No.	Application Date	Status	
Set Of Gingerbread	US	USD882387	2020-04-28	29/651,014	2017-10-20	Issued	Zeilinger, James E
House Clips							
Gingerbread House Clip	US	USD882386	2020-04-28	29/651,013	2017-10-20	Issued	Zeilinger, James E
Roof Support Clip	US	USD877605	2020-03-10	29/651,012	2017-10-20	Issued	Zeilinger, James E
Wall Bridging And Dual	US	USD856784	2019-08-20	29/651,381	2018-06-28	Issued	Zeilinger, James E
Roof Support Clip For							
Gingerbread Houses							
And Buildings							
Roof Support Clip For	US	USD856783	2019-08-20	29/651,380	2018-06-28	Issued	Zeilinger, James E
Gingerbread Houses							
And Buildings							
Flexible, Ribbon-Tied,	US	USD641219	2011-07-12	29/349,112	2010-03-10	Issued	Zeilinger, James E
Present-Shaped Food							
Mold							
Spider Shaped Cupcake Holder	US	USD630904	2011-01-18	29/349,108	2010-03-10	Issued	Zeilinger, James E
Dual-Sided, Christmas-	US	USD628864	2010-12-14	29/349,110	2010-03-10	Issued	Zeilinger, James E
Tree-With-Ornaments							
Cookie Cutter							
Dual-Sided Jack-O' -	US	USD628863	2010-12-14	29/349,109	2010-03-10	Issued	Zeilinger, James E
Lantern Cookie Cutter							
Flexible, Christmas-	US	USD628862	2010-12-14	29/349,128	2010-03-10	Issued	Zeilinger, James E
Tree-Shaped Food Mold							
Spider Shaped Flexible	US	USD628446	2010-12-07	29/349,111	2010-03-10	Issued	Zeilinger, James E.
Food Mold							
Disposable Palette Of	US	USD602227	2009-10-20	29/292,074	2007-09-27	Issued	Zeilinger, James E.
Food Colorant							
Gingerbread House Kit	US	N/A	N/A	63/123,432	2020-12-09	Pending	Zeilinger, James E.
Gingerbread House Kit	US	N/A	N/A	63/225,907	2021-07-26	Pending	Zeilinger, James E.

PATENT
RECORDED: 11/23/2021 REEL: 058197 FRAME: 0545