

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8359813

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
H2 ACQUISITION, LLC	12/14/2023
RECEIVING PARTY DATA	
Name:	TRUE VALUE COMPANY, L.L.C.
Street Address:	8600 WEST BRYN MAWR AVENUE
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60631
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10384228
CORRESPONDENCE DATA	
Fax Number:	(612)332-9081
<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:	16123325300
Email:	aendris@merchantgould.com
Correspondent Name:	MERCHANT & GOULD P.C.
Address Line 1:	P.O. BOX 2903
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	14972.0985USU1
NAME OF SUBMITTER:	TAYLOR R. STEMLER
SIGNATURE:	/Taylor R. Stemler/
DATE SIGNED:	01/03/2024
Total Attachments: 5	
source=20231214_GB-TV_IP_Assignment--14972-0985USU1#page1.tif	
source=20231214_GB-TV_IP_Assignment--14972-0985USU1#page2.tif	
source=20231214_GB-TV_IP_Assignment--14972-0985USU1#page3.tif	
source=20231214_GB-TV_IP_Assignment--14972-0985USU1#page4.tif	
source=20231214_GB-TV_IP_Assignment--14972-0985USU1#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of December 14, 2023 (the "Effective Date"), is entered into by and among, H2 Acquisition, LLC (the "Assignor"), and True Value Company, L.L.C. ("Assignee" or "TV"). Hereinafter, Assignor and Assignee, may be referred to individually as a "Party", and collectively as the "Parties".

RECITALS

WHEREAS, on March 7, 2023, Gordon Brothers Commercial & Industrial, LLC, on behalf of its contractual joint venture with Nations Capital, Inc. ("GBNC") entered into an Asset Purchase Agreement (as amended from time to time in accordance with its terms, the "Purchase Agreement") with Nova Wildcat Shur-Line Holdings, Inc., a Delaware corporation and certain of its subsidiaries (the "Sellers"), pursuant to which, among other things, GBNC agreed to acquire certain assets and liabilities of the Sellers and/or the right to designate other Persons to purchase certain assets and liabilities of the Sellers.

WHEREAS, on March 7, 2023, GBNC and TV entered into that certain Designated Buyer Agreement (the "DBA"), pursuant to which GBNC agreed to designate TV as the Designated Buyer to purchase certain Designated Assets from the Sellers pursuant to the Purchase Agreement;

WHEREAS, on March 31, 2023, pursuant to the Purchase Agreement and GBNC's designation of TV as purchaser of certain Designated Assets thereunder, the Sellers executed an Intellectual Property Assignment in favor of TV (as amended from time to time in accordance with its terms, the "First IP Assignment"), whereby Sellers agreed to sell, assign, convey, transfer and deliver to TV, certain intellectual property rights related to Shur-Line and Wordlock;

WHEREAS, TV and GBNC have agreed to transfer certain IP that was not included in the First IP Assignment, as listed on Schedule A hereto (the "Designated IP").

WHEREAS, pursuant to this Assignment, Assignor has agreed to effectively assign, transfer, and convey to Assignee such Designated IP.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor shall and hereby does irrevocably assign, convey and transfer to Assignee all of Assignor's right, title and interest in all of the Designated IP set forth on Schedule A hereto and the goodwill associated with such Designated IP.
2. Maintenance, Prosecution and Enforcement. Upon execution of this Assignment, Assignee shall be solely responsible for maintaining and prosecuting and enforcing any registrations of the Designated IP, including recordation, filing and prosecution of all necessary applications, and the payment of all necessary fees due as a result of events, occurrences or omissions arising on or after the Effective Date of this Assignment and relating to the Designated IP.
3. Successors and Assigns. This Assignment shall be binding on the Parties and their successors and assigns.

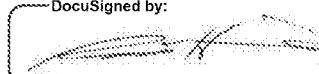
4. No Representations. Assignee acknowledges that Assignor makes no representations or warranties, express or implied, with respect to the assets being conveyed hereby.
5. Further Assurances. The Parties agree to execute and deliver such further instruments and take such other action as may be necessary or advisable or is reasonably requested by the other party to make effective the transactions contemplated hereby.
6. Severability. If any term or provision of this Assignment is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction.
7. Entire Agreement; Amendment. This Assignment constitutes the Parties' entire agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, communications, discussions and correspondence concerning such subject matter. This Assignment may be amended or modified only with the prior written consent of the Parties.
8. Headings. The section headings hereof have been inserted for convenience of reference only and shall not be construed to affect the meaning, construction or effect of this Assignment.
9. Counterparts. This Assignment may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. If any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format date file, such signature shall create a valid and binding obligation of the executing Party (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
10. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without giving effect to conflict of law provisions thereof.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first written above.

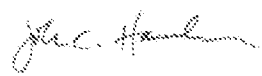
ASSIGNOR:

H2 ACQUISITION, LLC

By:  _____
Name: Robert Himmel
Title: Authorized Signatory

ASSIGNEE:

TRUE VALUE COMPANY, L.L.C.

By:  _____
Name: John Hammerle
Title: Senior Vice President & General Counsel

[Signature Page to Assignment]

PATENT
REEL: 066003 FRAME: 0267

SCHEDULE A

<u>Type of IP</u>	<u>Patent/Design/ TM No.</u>	<u>Name/Description</u>	<u>Jurisdiction</u>
Trademark	34563766	SHUR-LINE DESIGN	China
Trademark	13753	EZ PAINTR	Puerto Rico
Trademark	13754	EZPAINTR	Puerto Rico
Patent	10384228	TOUCH UP PAINTER	U.S.
Registered Design	3000960	PAINT APPLICATOR	U.K.
Registered Design	3001076	PAINT APPLICATOR	U.K.
Registered Design	3000959	PAINT APPLICATOR	U.K.
Registered Design	3000958	PAINT APPLICATOR	U.K.
Registered Design	3005274	PAINT APPLICATOR HANDLE	U.K.
Registered Design	3004121	PAINT APPLICATOR HANDLE	U.K.
Registered Design	3000957	PAINT ACCESSORY PRODUCT LINE	U.K.
Registered Design	000224480-0001	PAINT APPLICATOR DEVICES	E.U.

Registered Design	000305602-0001	PAIN T APPLICATOR DEVICES	E.U.
----------------------	----------------	------------------------------------	------