

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428629

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hearthmark, LLC		05/01/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Oak Enterprises, LLC		
Street Address:	1 Royal Oak Avenue		
City:	Roswell		
State/Country:	GEORGIA		
Postal Code:	30076		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	3919279	2 HOUR FIRE	
Registration Number:	3916549	3 HOUR FIRE	
Registration Number:	3919283	4 HOUR FIRE	
Registration Number:	4079517	CLEAN BURN TECHNOLOGY	
Registration Number:	4614931	CREOSOTE BUSTER	
Registration Number:	167348	DIAMOND	
Registration Number:	270580	DIAMOND	
Registration Number:	771013	DIAMOND	
Registration Number:	3767090	DIAMOND	
Registration Number:	1513348	FORSTER	
Registration Number:	3839131	GREENLIGHT	
Registration Number:	4516540	HEARTH GUARD	
Registration Number:	2965429	JAVA-LOG	
Registration Number:	4289568	JAVA · LOG COFFEE FIRELOGS BÛCHES DE CAF	
Registration Number:	3533634	JAVA-LOG COFFEE FIRELOGS BUCHES DE CAFE	
Registration Number:	1165146	NORTHLAND	
Registration Number:	2289979	OHIO BLUE TIP	
Registration Number:	2687600	PATIO LOGG	
Registration Number:	0913095	PENLEY	
TRADEMARK			

OP \$965.00 3919279

Property Type	Number	Word Mark
Registration Number:	3028820	PENLEY
Registration Number:	2925014	PENLEY
Registration Number:	3046076	PENLEY
Registration Number:	761513	PINE MOUNTAIN
Registration Number:	4016326	PINE MOUNTAIN
Registration Number:	4606954	PINE MOUNTAIN
Registration Number:	3838838	PINE MOUNTAIN MORE WARMTH. MORE TIME. MO
Registration Number:	3720374	PREMIUM ULTRALITE
Registration Number:	3291303	QWICK LITE
Registration Number:	3958830	QWICKLITE
Registration Number:	4042794	QWICKLITE FOR FASTER AND EASIER LIGHTING
Registration Number:	2582620	SNAP N STARTT
Registration Number:	1746729	STARTERLOGG
Registration Number:	2589555	STRIKE-A-FIRE
Registration Number:	2811912	SUPERLOG
Registration Number:	3993743	ULTRAFLAME
Registration Number:	4939312	ULTRASTART
Registration Number:	4939310	YOUR MOUNTAIN RETREAT BEGINS
Serial Number:	86678594	EXTREMESTART

CORRESPONDENCE DATA

Fax Number: 2122453009

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: (212) 541-6222

Email: trademark@kanekessler.com, cabramsky@kanekessler.com

Correspondent Name: Brendan P. McFeely - Kane Kessler, P.C.

Address Line 1: 666 Third Avenue

Address Line 4: New York, NEW YORK 10017-4041

NAME OF SUBMITTER: Brendan P. McFeely

SIGNATURE: /brendan p mcfeely/

DATE SIGNED: 05/23/2017

Total Attachments: 10

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “*Assignment*”) is entered into effective as of the 1st day of May, 2017 (the “*Effective Date*”) by and among Hearthmark, LLC, a Delaware limited liability company (“*Hearthmark*”), (the “*Assignor*”) and Royal Oak Enterprises, LLC, a Delaware limited liability company, (the “*Assignee*”) (each a “*Party*,” and collectively the “*Parties*”). Unless otherwise indicated in this Assignment, capitalized terms used herein shall have the respective meanings ascribed to them in the Purchase Agreement (as defined herein).

WHEREAS, Newell Brands, Inc. (the “*Seller*”) and Assignee have entered into that certain Asset Purchase Agreement, dated as of April 9, 2017 (as amended, the “*Purchase Agreement*”); and

WHEREAS, the Purchase Agreement provides for, among other things, the sale, assignment, transfer and delivery to Assignee of all of Assignor’s respective right, title and interest in and to the trademark and service mark registrations and trademark and service mark applications set forth on Schedule A hereto (the “*Marks*”).

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby sells, assigns, transfers and delivers to Assignee, free and clear of all Encumbrances (except for Permitted Encumbrances), all of their respective right, title and interest in and to the Marks, including any and all goodwill associated therewith and Assignee hereby purchases, acquires and accepts from Assignor all of Assignor’s respective right, title and interest in and to the Marks.

2. This Assignment shall be binding upon, and shall inure to the benefit of and be enforceable by, the Parties hereto and their respective successors and permitted assigns. Except as otherwise provided for in the Purchase Agreement, no Party may assign its rights or obligations hereunder without the prior written consent of the other Party.

3. Nothing contained herein is intended to or shall be construed to modify, alter, amend, interpret, supersede or otherwise change any of the terms, conditions, covenants, warranties, representations or other provisions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. All notices, requests, demands and other communications under this Assignment will be in writing and will be deemed given to a Party when given in accordance with Section 13.6 of the Purchase Agreement; provided, that any notice properly given to Seller will also be deemed to have been properly delivered to the Assignor.

5. The interpretation and construction of this Assignment, and all matters relating to this Assignment, will be governed by the laws of the State of Delaware applicable to contracts made and to be performed entirely within the State of Delaware without giving effect to any conflict of law provisions thereof.


6. This Assignment may be executed in multiple original, PDF or facsimile counterparts, each of which will be deemed an original, and all of which taken together will be considered one and the same agreement. In the event that any signature to this Assignment or any agreement or certificate delivered pursuant hereto, or any amendment thereof, is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature will create a valid and binding obligation of the Party executing (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. No Party will raise the use of a facsimile machine or e-mail delivery of a “.pdf” format data file to deliver any such signature page or the fact that such signature was transmitted or communicated through the use of a facsimile machine or e-mail delivery of a “.pdf” format data file as a defense to the formation or enforceability of a contract and each Party forever waives any such defense.

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IN WITNESS WHEREOF, each Party hereto has caused this Assignment to be executed as of the Effective Date by its duly authorized officer.

ASSIGNOR:

HEARTHMARK, LLC

By: 
Name: Bradford R. Turner
Title: Chief legal officer
and Corporate Secretary

ASSIGNEE:

ROYAL OAK ENTERPRISES, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Party hereto has caused this Assignment to be executed as of the Effective Date by its duly authorized officer.

ASSIGNOR:

HEARTHMARK, LLC

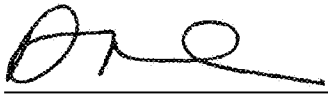
By: _____

Name:

Title:

ASSIGNEE:





ROYAL OAK ENTERPRISES, LLC






By:  _____

Name: Desiree DeStefano

Title: VP




SCHEDULE A

Trademark	Image	Country	File Date	App. No.	Reg. Date	Reg. No.	Owner
2 HOUR FIRE & Design		UNITED STATES	5/20/2010	85/043,940	2/15/2011	3,919,279	Hearthmark, LLC
3 HOUR FIRE & Design		UNITED STATES	5/20/2010	85/043,964	2/8/2011	3,916,549	Hearthmark, LLC
4 HOUR FIRE & Design		UNITED STATES	5/20/2010	85/043,984	2/15/2011	3,919,283	Hearthmark, LLC
CLEAN BURN TECHNOLOGY & Design		UNITED STATES	4/12/2011	85/293,109	1/3/2012	4,079,517	Hearthmark, LLC
Creosote Buster		UNITED STATES	8/1/2013	86/025,682	9/30/2014	4,614,931	Hearthmark, LLC
DIAMOND		UNITED STATES	2/3/1922	71/158,820	5/1/1923	167,348	Hearthmark, LLC
DIAMOND		UNITED STATES	12/30/1929	71/294,209	5/6/1930	270,580	Hearthmark, LLC
DIAMOND		UNITED STATES	9/4/1963	72/176,286	6/9/1964	771,013	Hearthmark, LLC

Trademark	Image	Country	File Date	App. No.	Reg. Date	Reg. No.	Owner
DIAMOND & Design		UNITED STATES	8/13/2009	77/804,256	3/30/2010	3,767,090	Hearthmark, LLC
ExtremeStart & Design		EUROPEAN UNION (EUTM & RCD)	12/29/2015	014 966 212	5/16/2016	014 966 212	Hearthmark, LLC
ExtremeStart & Design		MEXICO	12/11/2015	1691678	5/3/2016	1635404	Hearthmark, LLC
ExtremeStart & Design		UNITED STATES	6/30/2015	86/678,594			Hearthmark, LLC
FORSTER		UNITED STATES	4/15/1988	73/722,614	11/22/1988	1,513,348	Hearthmark, LLC
GREENLIGHT & Design		UNITED STATES	8/25/2009	77/812,189	8/24/2010	3,839,131	Hearthmark, LLC
Hearth Guard		UNITED STATES	8/1/2013	86/026,205	4/15/2014	4,516,540	Hearthmark, LLC
JAVA-LOG		UNITED STATES	5/3/2000	76/039,988	7/12/2005	2,965,429	Hearthmark, LLC

Trademark	Image	Country	File Date	App. No.	Reg. Date	Reg. No.	Owner
Java-Log		UK	8/14/2015	3122425	11/13/2015	3122425	Hearthmark, LLC
JAVA-LOG COFFEE FIRELOGS BUCHES DE CAFE & Design		UNITED STATES	3/7/2011	85/259,801	2/12/2013	4,289,568	Hearthmark, LLC
Java-Log Coffee Firelogs Bûches de Café & Design		EUROPEAN UNION (EUTM & RCD)	8/20/2015	014 496 641	1/11/2016	014496641	Hearthmark, LLC
Java-Log Coffee Firelogs Bûches de Café & Design (Color)		UK	8/17/2015	3122684	11/13/2015	3122684	Hearthmark, LLC
JAVA-LOG COFFEE FIRELOGS BÛCHES DE CAFÉ LEÑOS DE CAFÉ & Design		MEXICO	8/18/2008	955433	11/14/2008	1072215	Hearthmark, LLC
JAVA-LOG COFFEE FIRELOGS BÛCHES DE CAFÉ LEÑOS DE CAFÉ & Design		UNITED STATES	3/17/2008	77/423,331	11/18/2008	3,533,634	Hearthmark, LLC
NORTHLAND		UNITED STATES	6/15/1979	73/219,867	8/18/1981	1,165,146	Hearthmark, LLC
OHIO BLUE TIP		UNITED STATES	4/29/1998	75/476,025	11/2/1999	2,289,979	Hearthmark, LLC
PATIO LOGG		UNITED STATES	5/11/2001	76/255,469	2/11/2003	2,687,600 S	Hearthmark, LLC
Penley		UNITED STATES	7/23/1969	72/333,292	6/8/1971	0913095	Hearthmark, LLC
Penley		UNITED STATES	12/7/2004	78/528,338	12/13/2005	3,028,820	Hearthmark, LLC

Trademark	Image	Country	File Date	App. No.	Reg. Date	Reg. No.	Owner
Penley		UNITED STATES	7/23/2003	78/277,946	2/8/2005	2,925.014	Hearthmark, LLC
Penley		UNITED STATES	12/7/2004	78/528,356	1/17/2006	3,046,076	Hearthmark, LLC
PINE MOUNTAIN		EUROPEAN UNION (EUTM & RCD)	1/20/2006	4847761	1/20/2006	4847761	Hearthmark, LLC
Pine Mountain		UNITED STATES	3/5/1963	72/163,939	12/17/1963	761,513	Hearthmark, LLC
Pine Mountain		AUSTRALIA	12/9/2015	1740067	12/9/2015	1740067	Hearthmark, LLC
Pine Mountain		SOUTH AFRICA	12/14/2015	35946			Hearthmark, LLC
Pine Mountain & Flame Design		UNITED STATES	5/1/2009	77/726,838	8/23/2011	4,016,326	Hearthmark, LLC
Pine Mountain & Flame Design		UNITED STATES	8/1/2013	86/026,312	9/16/2014	4,606,954	Hearthmark, LLC
Pine Mountain & Flame Design		AUSTRALIA	12/9/2015	1740068	12/9/2015	1740068	Hearthmark, LLC
Pine Mountain & Flame Design		SOUTH AFRICA	12/14/2015	35947			Hearthmark, LLC

Trademark	Image	Country	File Date	App. No.	Reg. Date	Reg. No.	Owner
PINE MOUNTAIN More Warmth. More Time. More Life. & Flame Design		UNITED STATES	5/1/2009	77/727,286	8/24/2010	3,838,838	Hearthmark, LLC
PREMIUM ULTRALITE		UNITED STATES	6/9/2009	77/755,446	12/1/2009	3,720,374	Hearthmark, LLC
QWICK LITE		UNITED STATES	3/10/2004	76/583,210	9/11/2007	3,291,303	Hearthmark, LLC
QWICKLITE		UNITED STATES	10/23/2009	77/856,108	5/10/2011	3,958,830	Hearthmark, LLC
QWICKLITE FOR FASTER AND EASIER LIGHTING & Design		MEXICO	9/20/2010	0170782	3/29/2011	1209045	Hearthmark, LLC
QWICKLITE FOR FASTER AND EASIER LIGHTING & Design		UNITED STATES	3/18/2010	77/962,438	10/18/2011	4,042,794	Hearthmark, LLC
SNAP N STARTT		UNITED STATES	8/21/1998	75/540,635	6/18/2002	2,582,620	Hearthmark, LLC
STARTERLOGG		MEXICO	2/19/1997	287,376	2/28/1997	543,875	Hearthmark, LLC
STARTERLOGG		UNITED STATES	9/11/1990	74/096,104	1/19/1993	1,746,729	Hearthmark, LLC
STRIKE-A-FIRE		UNITED STATES	7/17/2000	76/089,513	7/2/2002	2,589,555	Hearthmark, LLC
SUPERLOG		UNITED STATES	9/25/2001	76/317,469	2/3/2004	2,811,912	Hearthmark, LLC
ULTRAFLAME		MEXICO	12/21/2010	1145207	4/29/2011	1214860	Hearthmark, LLC
ULTRAFLAME		UNITED STATES	12/15/2010	85/198,825	7/12/2011	3,993,743	Hearthmark, LLC
UltraStart		UNITED STATES	7/6/2015	86/683,641	4/19/2016	4,939,312	Hearthmark, LLC

Trademark	Image	Country	File Date	App. No.	Reg. Date	Reg. No.	Owner
Your Mountain Retreat Begins		UNITED STATES	7/6/2015	86/683,625	4/19/2016	4,939,310	Hearthmark, LLC