

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM439681

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900416234		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HERFF JONES, INC.		09/12/2014	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Replogle Globes Partners LLC		
<b>Street Address:</b>	125 FencI Ln		
<b>City:</b>	Hillside		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60162		
<b>Entity Type:</b>	Limited Liability Company: INDIANA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73514450	HEIRLOOM	
<b>Serial Number:</b>	75909394	MILLENOVA	
<b>Serial Number:</b>	78207919	SCAN GLOBE	
<b>Serial Number:</b>	77314772	STARSHIP EARTH	
<b>Serial Number:</b>	72368495	GLOBEMASTER	
<b>Serial Number:</b>	77889846	INTELLIGLOBE	
<b>Serial Number:</b>	72368493	REPLOGLE	
<b>Serial Number:</b>	78092568	WONDER GLOBE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8888084395		
<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>			
<b>Phone:</b>	(708) 212-0169		
<b>Email:</b>	cchang@replogleglobes.com		
<b>Correspondent Name:</b>	Zhitong Chang		
<b>Address Line 1:</b>	125 FencI Ln.		
<b>Address Line 4:</b>	Hillside, ILLINOIS 60162		
<b>NAME OF SUBMITTER:</b>	Zhitong Chang		

<b>SIGNATURE:</b>	/Zhitong Chang/
<b>DATE SIGNED:</b>	08/17/2017
<b>Total Attachments: 5</b> source=APA Trademark Assignment w signature pages#page1.tif source=APA Trademark Assignment w signature pages#page2.tif source=APA Trademark Assignment w signature pages#page3.tif source=APA Trademark Assignment w signature pages#page4.tif source=APA Trademark Assignment w signature pages#page5.tif	

## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") dated and effective as of September 12, 2014 (the "Closing Date"), is entered into by HERFF JONES, INC., an Indiana corporation ("Assignor"), for the benefit of REPLOGLE GLOBES PARTNERS, LLC, an Indiana limited liability company ("Assignee").

WHEREAS, pursuant to an Asset Purchase Agreement dated as of even date herewith (the "Purchase Agreement"), the Assignor has agreed to sell and assign, and Assignee has agreed to buy and acquire, all of Assignor's rights, title and interest in and to the registered trademarks (together with the goodwill associated with and symbolized thereby) that are listed in EXHIBIT A attached hereto (the "Trademarks").

NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all the right, title and interest that Assignor possesses and has the right to transfer in, to and under the Trademarks, including, without limitation, all applications to register any of the Trademarks, and all registrations that have been or may be granted for any of the Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Trademarks and symbolized thereby, together with the right to sue and recover damages for future, present and past infringements of the Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Trademarks.

Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall execute any documents, files, registrations, or other similar items as are reasonably necessary to ensure that to ensure that the Trademarks are properly assigned to Assignee.

This Assignment shall be governed by the terms, conditions, representations, warranties and covenants contained in the Purchase Agreement. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

**THE ASSIGNEE ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, THE ASSIGNOR DOES NOT MAKE AND HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, WRITTEN OR ORAL, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, AS TO ANY FACT OR MATTER WITH RESPECT TO THE TRADEMARKS. ALL WARRANTIES (WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED) IN REGARD TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION OR DESIGN OR ARISING BY STATUTE OR OTHERWISE IN LAW, FROM A COURSE OF DEALING OR USAGE OF TRADE OR OTHERWISE ARE EXPRESSLY EXCLUDED. THE ASSIGNEE ACKNOWLEDGES AND AGREES THAT IT IS NOT RELYING ON ANY STATEMENT OR REPRESENTATION MADE BY OR ON BEHALF OF THE ASSIGNOR EXCEPT AS SPECIFICALLY SET FORTH IN THE PURCHASE AGREEMENT.**

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment of Trademarks effective as of the Closing Date.

**HERFF JONES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**REPLOGLE GLOBES PARTNERS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION    )

On the \_\_\_\_\_ day of September, 2014, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged that he is the \_\_\_\_\_ of Herff Jones, Inc.; that he is authorized by that corporation to execute the foregoing Assignment on behalf of that company; and, that he did execute the foregoing Assignment on behalf of the company, pursuant to such authority.

\_\_\_\_\_  
Notary

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION    )

On the \_\_\_\_\_ day of September, 2014, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged that he is the \_\_\_\_\_ of Replogle Globes Partners, LLC; that he is authorized by that corporation to execute the foregoing Assignment on behalf of that company; and, that he did execute the foregoing Assignment on behalf of the company, pursuant to such authority.

\_\_\_\_\_  
Notary

**EXHIBIT A  
TRADEMARKS**

<b>Trademark Name</b>	<b>Country Name</b>	<b>Trademark Status</b>	<b>AppNumber</b>
HEIRLOOM	United States of America	Registered	73/514450
MILLENOVA	United States of America	Registered	75/909394
SCAN GLOBE	United States of America	Registered	78/207919
SCANGLOBE	European Community	Registered	003028230
STARSHIP EARTH	United States of America	Registered	77/314772
STARSHIP EARTH	European Community	Registered	006828529
STARSHIP EARTH	Australia	Registered	1235124
STARSHIP EARTH	Japan	Registered	2008-032778
GLOBEMASTER	United States of America	Registered	72/368495
INTELLIGLOBE	United States of America	Registered	77/889846
INTELLIGLOBE	European Community	Registered	009082207
REPLOGLE	United States of America	Registered	72/368493
REPLOGLE	Chile	Registered	9131659
REPLOGLE	China (People's Republic)	Registered	2001020145
REPLOGLE	European Community	Registered	2900165
REPLOGLE	Japan	Registered	132442
REPLOGLE	Mexico	Registered	299601
REPLOGLE	Thailand	Registered	494940
REPLOGLE (Japanese Characters)	Japan	Registered	132443
WONDER GLOBE	United States of America	Registered	78/092568
WONDER GLOBE	European Community	Registered	2692127
WONDER GLOBE	Thailand	Registered	494941

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment of Trademarks effective as of the Closing Date.

HERFF JONES, INC.

By: [Signature]  
Name: THOMAS TANTON  
Title: President

REPLOGLE GLOBES PARTNERS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF INDIANA     )  
  ) SS:  
COUNTY OF MARION    )

On the 12<sup>th</sup> day of September, 2014, before me, a Notary Public in and for said County and State, personally appeared Tom Tanton and acknowledged that he is the President of Herff Jones, Inc.; that he is authorized by that corporation to execute the foregoing Assignment on behalf of that company; and, that he did execute the foregoing Assignment on behalf of the company, pursuant to such authority.

[Signature]  
Notary

STATE OF INDIANA     )  
  ) SS:  
COUNTY OF MARION    )

On the \_\_\_\_\_ day of September, 2014, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged that he is the \_\_\_\_\_ of Replogle Globes Partners, LLC; that he is authorized by that corporation to execute the foregoing Assignment on behalf of that company; and, that he did execute the foregoing Assignment on behalf of the company, pursuant to such authority.

\_\_\_\_\_  
Notary

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment of Trademarks effective as of the Closing Date.

HERFF JONES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

REPLOGLE GLOBES PARTNERS, LLC

By: *[Signature]*  
Name: ZHITONG CHANG  
Title: President

STATE OF INDIANA     )  
  ) SS:  
~~COUNTY OF MARION     )~~

~~On the 12 day of September, 2014, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged that he is the \_\_\_\_\_ of Herff Jones, Inc.; that he is authorized by that corporation to execute the foregoing Assignment on behalf of that company; and, that he did execute the foregoing Assignment on behalf of the company, pursuant to such authority.~~

\_\_\_\_\_  
Notary

STATE OF INDIANA     )  
  ) SS:  
COUNTY OF MARION     )

On the 12 day of September, 2014, before me, a Notary Public in and for said County and State, personally appeared Zhitong Chang and acknowledged that he is the ~~representative~~ \_\_\_\_\_ of Replogle Globes Partners, LLC; that he is authorized by that corporation to execute the foregoing Assignment on behalf of that company; and, that he did execute the foregoing Assignment on behalf of the company, pursuant to such authority.

*[Signature]*  
Notary

9-12-14  
**JENNIFER MICHELLE WHITT**  
Notary Public, State of Indiana  
Marion County  
Commission # 663018  
My Commission Expires  
April 23, 2022

Signature Page

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