## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM464582

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
R. W. Smith & Co.		02/20/2018	Corporation: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	TriMark USA, LLC	
Street Address:	505 Collins Street	
City:	South Attleboro	
State/Country:	MASSACHUSETTS	
Postal Code:	02703	
Entity Type:	Limited Liability Company: DELAWARE	

## **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	4540092	ALANI
Registration Number:	4489569	VENU
Registration Number:	5292442	ZIENA
Registration Number:	5051460	ARCATA

#### **CORRESPONDENCE DATA**

Fax Number: 6124927077

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: 6124927628 Email: ip@fredlaw.com **Correspondent Name:** Leigh Rand 200 S. 6th Street Address Line 1:

Address Line 2: Suite 4000

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Leigh Rand
SIGNATURE:	/Leigh Rand/
DATE SIGNED:	03/07/2018

# **Total Attachments: 4**

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> **TRADEMARK REEL: 006285 FRAME: 0495**

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TRADEMARK REEL: 006285 FRAME: 0496

#### TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of February 20, 2018, is made by and between R.W. Smith & Co. ("**Assignor**"), a California corporation, in favor of TriMark USA, LLC ("**Assignee**"), a Delaware limited liability company.

WHEREAS, Assignor is the owner of certain trademarks and associated trademark registrations set forth on <u>Schedule A</u> hereto (the "Marks");

WHEREAS, Assignee is the parent company of Assignor; and

WHEREAS, Assignor desires to assign and transfer to Assignee, and Assignee desires to assume and acquire, the Marks and the goodwill of the business associated therewith.

NOW THEREFORE, the parties 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:
  - (a) the Marks and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Marks;
  - (b) all rights of any kind whatsoever 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; and
  - (c) 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, dilution, 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. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks 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 Trademark Assignment upon request by Assignee. 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 Marks to Assignee, or any assignee or successor thereto.
- 3. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other

TRADEMARK REEL: 006285 FRAME: 0497 means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

- 4. <u>Successors and Assigns</u>. This Trademark 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 Trademark 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 Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

2

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

R.W. SMITH & CO.

By:

Name: Otis Carter

Title: Assistant Secretary

AGREED TO AND ACCEPTED: TRIMARK USA, LLC

Ву:

Name: Otis Carter Title: Secretary

# **SCHEDULE A**

# **Assigned Trademarks**

# **Trademark Registrations**

Mark	Registration Number	Registration Date
Alani	4,540,092	5/27/2014
Venu	4,489,569	2/25/2014
Ziena	5,292,442	9/19/2017
Arcata	5,051,460	9/27/2016