# CH \$40.00 171

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM510369

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Hearthmark, LLC		02/11/2019	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Hearthmark, LLC
Street Address:	2381 Executive Center Drive
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33431
Entity Type:	Limited Liability Company: DELAWARE
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: 1**

l	Property Type	Number	Word Mark
	Registration Number:	1717560	IDEAL

#### **CORRESPONDENCE DATA**

Fax Number:

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:** 201-610-6746

**Email:** adrian.lee@newellco.com

Correspondent Name: Adrian Lee
Address Line 1: 221 River Street

Address Line 4: Hoboken, NEW JERSEY 07030

NAME OF SUBMITTER:	Adrian Lee
SIGNATURE:	/ALL/
DATE SIGNED:	02/15/2019

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#### **Total Attachments: 4**

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REEL: 006565 FRAME: 0448

#### PARTIAL QUITCLAIM TRADEMARK ASSIGNMENT

This Partial Quitclaim Trademark Assignment (this "Assignment") is entered into and effective as of the // day of february, 201 (the "Effective Date") by and between Hearthmark, LLC ("Assigner") and Royal Oak Enterprises, LLC ("Assignee").

WHEREAS, Assignor desires to partially sell, convey, assign, transfer and deliver to Assignee solely that portion of Assignor's respective right, title and interest, if any, in, to and under the trademark registration set forth on Schedule A hereto that relates to the "Goods Assigned" that are specifically set forth on Schedule A (the "Mark"); and

WHEREAS, Assignee desires to purchase, acquire and accept from Assignor, Assignor's right, title and interest, if any, in, to and under the Mark;

For good and valuable consideration of which receipt is acknowledged, intending to be legally bound, the parties hereto agree as follows:

- 1. Effective as of the date hereof, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor's right, title and interest, if any, in, to and under the Mark, including (i) any and all goodwill associated therewith, (ii) all common law rights therein to the extent permitted under applicable law (iii) all reissues, extensions and renewals of any of the foregoing and (iv) all rights to sue and recover damages for past, present and future infringement or other violation thereof or conflict therewith.
- 2. Assignor hereby disclaims all warranties, both express and implied, with respect to the Mark and Assignor's rights thereto, including any encumbrances or warranty of title.
- 3. The parties agree (i) to furnish upon request to each other such further information, (ii) to execute and deliver to each other such other documents, and (iii) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Assignment and the transactions contemplated by this Assignment.
- 4. This Assignment shall be binding upon and inure to the benefit of and be enforceable by Assignee and Assignor and their respective successors and permitted assigns. This Assignment is not intended to, and shall not be construed to, confer upon any person, other than Assignor and Assignee, any rights or remedies hereunder.
- 5. This Assignment will be governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of Delaware to be applied.
- 6. No waiver, modification or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.
- 7. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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TRADEMARK REEL: 006565 FRAME: 0449 Facsimiles, e-mail transmission of .pdf signatures or other electronic copies of signatures shall be deemed to be originals.

8. All notices and other communications under or by reason of this Assignment will be in writing and will be deemed to have been duly given or made (a) when personally delivered, or (b) upon delivery by overnight courier service, in each case to the addresses and attention parties indicated below (or such other address or attention party as the recipient party has specified by prior notice given to the sending party in accordance with this <u>Section 8</u>):

If to Assignor, to:

Hearthmark, LLC 2381 Executive Center Drive Boca Raton FL 33431 Attn: President

If to Assignee, to:

Royal Oak Enterprises, LLC I Royal Oak Avenue Roswell, GA 30076 Attn: President

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

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TRADEMARK REEL: 006565 FRAME: 0450 IN WITNESS WHEREOF, Assignce and Assignor have caused this Partial Quitclaim Trademark Assignment to be executed by their duly authorized representatives as of the date first above written.

ASSIGNOR:

HEARTHMARK, LLC

Name: Adrian Lee

Title: Assistant Secretary

ASSIGNEE:

ROYAL OAK ENTERPRISES, LLC

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Name

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[SIGNATURE PAGE TO PARTIAL QUITCLAIM TRADEMARK ASSIGNMENT]

## SCHEDULEA

### MARKS

Trademark	Country	country App. Number/	Reg. Number/ Rev. Date	Reg. Number/ Goods Assigned Rec. Date	Goods Retained
IDEAL*	United	74238410	1717560	CL 20 - clothespins and wooden furniture   CL 8 - plastic spoons, forks and knives,	Cl. 8 - plastic spoons, forks and knives,
	States	17-Jan-92	22-Sep-92	dowels	wooden ice cream and soda spoons

the specified "Goods Assigned." The remaining portion of this registration, including the portion that relates to the "Goods Retained" \* For the purposes of this Assignment, this listed trademark registration is a "Mark" solely in part, only to the extent that it relates to is not assigned to Assignee pursuant to this Assignment, and remains owned by Assignor.

RCAL.

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**RECORDED: 02/15/2019**