

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744559

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	06/10/2021		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Scott Fetzer Company		06/10/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	KIRBY OPCO, LLC		
Street Address:	222 North LaSalle Street		
Internal Address:	Suite 705		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5203440	KK	
CORRESPONDENCE DATA			
Fax Number:	2166214072		
<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:	2166212234		
Email:	cplacko@tarolli.com		
Correspondent Name:	John A. Yirga, Esq.		
Address Line 1:	Tarolli, Sundheim, Covell & Tummino LLP		
Address Line 2:	1300 East Ninth St. #1700		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	John A. Yirga		
SIGNATURE:	/John A. Yirga/		
DATE SIGNED:	07/29/2022		
Total Attachments: 2			
source=Assignment#page1.tif			
source=Assignment#page2.tif			

OP \$40.00 5203440

**NUNC PRO TUNC ASSIGNMENT OF TRADEMARK
AND ASSOCIATED GOODWILL**

THIS *NUNC PRO TUNC ASSIGNMENT* confirms a prior Assignment having an effective date of June 10, 2021 ("Prior Assignment") between The Scott Fetzer Company, a Delaware corporation ("Assignor"), and Kirby Opco, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor adopted and was using in the United States the following Trademark and was the owner of associated U.S. Trademark Registration No.:

KK (& Design)® U.S. REG. No.: 5,203,440

(hereinafter "Registered Trademark").

WHEREAS, Assignor wishes to confirm that Assignor, by said Prior Assignment, has assigned, transferred, and conveyed to Assignee all rights, title, and interest in and to said Trademark and said Registered Trademark, including all the goodwill associated with said Trademark and said Registered Trademark, further including the right to sue and recover for damages and all other remedies for past infringements of said Trademark and said Registered Trademark, and all common law trademark rights associated therein effective June 10, 2021;

WHEREAS, Assignee wishes to confirm that Assignee, by said Prior Assignment, has acquired all of Assignor's rights, title, and interest in and to said Trademark and said Registered Trademark, including all the goodwill associated with said Trademark and said Registered Trademark, further including the right to sue and recover for damages and all other remedies for past infringements of said Trademark and said Registered Trademark, and all common law trademark rights associated therein effective June 10, 2021; and

WHEREAS, this *Nunc Pro Tunc* Assignment is executed for the purpose of confirming said Prior Assignment effective June 10, 2021 and, to the extent that said Prior Assignment is deemed invalid or unenforceable for any reason, Assignor hereby presently assigns, transfers, and conveys to Assignee all rights, title, and interest in and to said Trademark and said Registered Trademark, including all the goodwill associated with said Trademark and said Registered Trademark, effective as of the execution date of this *Nunc Pro Tunc* Assignment.

NOW THEREFORE, in consideration of the compensation in an amount agreed to by Assignor and Assignee and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby confirms that Assignor did assign, transfer, and convey to Assignee, in the Prior Assignment, effective June 10, 2021, all rights, title, and interest in and to said Trademark and said Registered Trademark together with the goodwill associated with said Trademark and said Registered Trademark, including the right to sue and recover for damages and all other remedies for past infringements of said Trademark and said Registered Trademark, and all common law trademark rights associated therein. To the extent that said Prior Assignment is deemed invalid or unenforceable for any reason, Assignor hereby assigns, transfers, and conveys to Assignee all rights, title, and interest in and to said Trademark and said Registered Trademark, together with the goodwill assigned with said Trademark and said Registered Trademark, further including the right to sue and recover for damages and all other remedies for past infringements of said Trademark and said Registered Trademark, and all common law trademark rights associated therein.

TRADEMARK

REEL: 007806 FRAME: 0350

THE SCOTT FETZER COMPANY,

Signed: Heidi Duncan Alten

Printed: Heidi Duncan Alten, Esq.

Title: Vice President & Secretary

State of Ohio) SS:
County of: Cuyahoga)

On this, the 21st day of July, 2022, before me a notary public, the undersigned Attorney of Record, personally appeared Heidi Duncan Alten, known to me to be the person whose name is subscribed above, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal

SEAL

Signed: Adriana R. Mastroguiseppe

Name: ADRIANA R. MASTROGUISEPPE

ADRIANA R. MASTROGUISEPPE
NOTARY PUBLIC - STATE OF OHIO
My commission expires Dec. 4, 2022

