

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
SAN JAMAR, INC.		10/31/2013	CORPORATION: WISCONSIN

<b>RECEIVING PARTY DATA</b>	
Name:	AMERICAN PROMOTIONAL PRODUCTS COMPANY
Street Address:	44 River Street
City:	Southbridge
State/Country:	MASSACHUSETTS
Postal Code:	01550
Entity Type:	CORPORATION: SOUTH CAROLINA

<b>PROPERTY NUMBERS Total: 15</b>		
Property Type	Number	Word Mark
Registration Number:	3603044	CREWWARE
Registration Number:	3562104	CHEF 24/7
Registration Number:	1634857	CHEF
Registration Number:	1644126	CHEF
Registration Number:	1650818	CHEF
Registration Number:	1814461	QC 2000
Registration Number:	1934248	KNIFE AND STEEL
Registration Number:	2058378	CHEF
Registration Number:	2369679	
Registration Number:	2165713	DESIGNED BY CHEFS FOR CHEFS
Registration Number:	2366101	CHECKERBOARD
Registration Number:	2823660	CHEF REVIVAL
Registration Number:	1651545	CHEF REVIVAL
Registration Number:	4006563	TOOLS YOU CAN TRUST

OP \$390.00 3603044

Registration Number:

4096710

CHEF-TEX

**CORRESPONDENCE DATA**

Fax Number: 9147234301

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 914-723-4300

Email: rduff@lslp.com

Correspondent Name: Renee L. Duff

Address Line 1: Lackenbach Siegel LLP

Address Line 2: One Chase Road

Address Line 4: Scarsdale, NEW YORK 10583

ATTORNEY DOCKET NUMBER:

DEXTE.FILING

NAME OF SUBMITTER:

Renee L. Duff

Signature:

/RLD/

Date:

11/18/2013

**Total Attachments: 9**

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## MASTER TRADEMARK ASSIGNMENT AGREEMENT

This Master Trademark Assignment Agreement (this "Agreement") is made between **SAN JAMAR, INC.**, a Wisconsin corporation, having a place of business at 521 Fifth Avenue, 34<sup>th</sup> Floor, New York, New York 10175 ("Assignor"), and **AMERICAN PROMOTIONAL PRODUCTS COMPANY**, a South Carolina corporation, having a place of business at 44 River Street, Southbridge, MA 01550 ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and trademark applications and registrations in various jurisdictions worldwide, identified on Exhibit A attached hereto (collectively the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring the Trademarks, together with the goodwill of the business symbolized by the Trademarks in such countries and in connection with such Trademarks as is deemed necessary by Assignee; and

WHEREAS, pursuant to the terms of a certain Asset Purchase Agreement between Assignor and Assignee, of even date herewith (the "Purchase Agreement"), Assignor has agreed to assign and has assigned to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks in such countries and in connection with such Trademarks as is deemed necessary by Assignee; and

WHEREAS, the parties hereto are desirous of executing a document for purposes of recordation throughout the world in the United States Patent and Trademark Office and in various Trademark Offices recording title in and to the aforesaid Trademarks in the name of Assignee.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee, its successors and assigns all right, title and interest in and to: (i) the Trademarks, including all applications or registrations therefor, together with the goodwill of the business symbolized by the Trademarks in such countries and in connection with such Trademarks as is deemed necessary by Assignee; (ii) all income, royalties, damages and payments now due or payable or which hereafter become due or payable in respect thereto; (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement thereof; and (iv) all rights corresponding to the foregoing throughout the world.

Assignor hereby authorizes the appropriate empowered officials in the appropriate governmental offices in any and all jurisdictions outside the United States to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire right, title and interest therein, together with the goodwill of the business symbolized by the Trademarks in such countries and in connection with such Trademarks as is deemed necessary by Assignee, or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any trademark applications included in the Trademarks, in accordance with this Trademark Assignment Agreement.

Assignor further covenants and agrees that Assignor will at any time upon request of Assignee, communicate to Assignee any facts relating to the Trademarks known to Assignor, and that Assignor will testify upon the request of Assignee as to the same in any proceeding in the appropriate governmental offices in jurisdictions outside the United States or in connection with any litigation involving the Trademarks.

Assignor hereby agrees to execute all papers and to perform all other proper acts requested by Assignee or its successors or assigns to secure to Assignee or its successors or assigns the rights hereby transferred. At Assignee's reasonable request, Assignor shall provide Assignee with whatever reasonable assistance is required in the preparation of all other assignment documents necessary to confirm and effect the assignment and transfer to Assignee of all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks in such countries and in connection with such Trademarks as is deemed necessary by Assignee. At the request of Assignee, Assignor shall execute, and shall designate a responsible person (as applicable) who shall in the future, timely execute and deliver all such assignment documents to Assignee. Until such time as all of the assignments of the Trademarks in all jurisdictions as set forth on Schedule A hereto are duly recorded with the responsible governmental offices (the "Interim Period"), Assignor acknowledges and confirms that Assignee shall, in any event, be deemed hereunder and in accordance with the terms of the Purchase Agreement, to be the owner of the Trademarks, together with the goodwill of the business symbolized by the Trademarks in such countries and in connection with such Trademarks as is deemed necessary by Assignee.

If it shall be necessary to record this Master Trademark Assignment Agreement, or other confirmatory documentation during the Interim Period, or in the event that any Trademarks shall become due for any maintenance filings or other recordations during the Interim Period, Assignor shall likewise cooperate with Assignee's requests and hereby consents and grants to Assignee the right to take whatever action is necessary, in Assignee's judgment, and at Assignee's expense, to record and file assignments and other materials confirming ownership by Assignee and to maintain and enforce all registrations and other filings worldwide.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this Master Trademark Assignment Agreement as of October 31, 2013:

SAN JAMAR, INC.

WITNESSES:

By: Andrew Steinkowitz  
Name: Andrew Steinkowitz  
Title: CEO

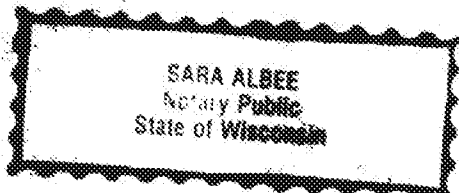
By: Martha Behlman  
Name: Martha Behlman

By: Renee Gallon  
Name: Renee Gallon

STATE OF Wisconsin  
} ss:  
COUNTY OF Walworth

Before me, the undersigned, a Notary Public of the State of WI, personally appeared Andrew Steinkowitz, having been sworn by me according to law did depose and say he was the CEO of San Jamar INC (the "Assignor") and did acknowledge the execution of the foregoing Master Trademark Assignment Agreement on behalf of said Assignor.

WITNESS my hand and notarial seal this 1 <sup>November</sup> day of ~~October~~, 2013.



Sara Albee  
Expires April 20 2014

[Signature Page to Master Trademark Assignment]

AMERICAN PROMOTIONAL  
PRODUCTS COMPANY

By: [Signature]  
Name: ALAN S. PETTOL  
Title: Vice President

WITNESSES:

By: [Signature]  
Name: JOHN S. LOONEY

By: [Signature]  
Name: Tara Pellicano

STATE OF MASSACHUSETTS )  
  ) ss:  
COUNTY OF WORCESTER )

Before me, the undersigned, a Notary Public of the State of MASSACHUSETTS, personally appeared ALAN PETTOL, having been sworn by me according to law did depose and say he was the Vice President of AMERICAN PP (the "Assignor") and did acknowledge the execution of the foregoing Master Trademark Assignment Agreement on behalf of said Assignor.

WITNESS my hand and notarial seal this 31 day of October, 2013.

John S. Looney  
NOTARY PUBLIC  
My Commission Expires  
March 31, 2017  
[Signature]

[Signature Page to Master Trademark Assignment]

**EXHIBIT A**

CREWARE	US	77/075,321	01/03/2007	3,603,044	04/07/2009	Registered	San Jamar <sup>1</sup>
CHEF 24/7	US	77/281,495	09/17/2007	3,562,104	01/13/2009	Registered	San Jamar
Chef & Design	US	73/772,825	01/03/1989	1,834,857	02/12/1991	Registered	San Jamar
CHEF	US	74/061,504	05/22/1990	1,644,126	05/07/1991	Registered	San Jamar
CHEF & Design	US	74/069,161	06/14/1990	1,650,818	07/16/1991	Registered	San Jamar
QC 2000	US	74/173,980	06/06/1991	1,814,461	12/28/1993	Registered	San Jamar
KNIFE AND STEEL	US	74/513,623	04/18/1994	1,934,248	11/07/1995	Registered	San Jamar
CHEF & Design	US	75/022,166	11/20/1995	2,058,378	04/29/1997	Registered	San Jamar

<sup>1</sup> San Jamar => San Jamar, Inc.

Design (Black and White Squares)	US	75/287,995	05/07/1997	2,369,679	07/25/2000	Registered	San Jamar
DESIGNED BY CHEFS FOR CHEFS	US	75/287,996	05/07/1997	2,165,713	06/16/1998	Registered	San Jamar
CHECKERBOARD	US	75/670,956	03/30/1999	2,366,101	07/11/2000	Registered	San Jamar
CHEF REVIVAL & Design	US	76/000,934	03/15/2000	2,823,660	03/16/2004	Registered	San Jamar
CHEF REVIVAL	US	74/069,160	06/14/1990	1,651,545	07/23/1991	Registered	San Jamar
Chef & Design	Benelux	75,765	07/14/1993	0537407	03/05/1994	Registered	San Jamar <sup>2</sup>
CHEF REVIVAL	EPO	000677195	11/11/1997	677195	05/11/1999	Registered	CR Acquisition <sup>3</sup>
CHECKERBOARD Design	EPO	000726299	01/21/1998	726299	03/15/2001	Registered	CR Acquisition

<sup>2</sup> The record ownership in the name of San Jamar has not been formally confirmed, but all necessary filings have been made.

<sup>3</sup> CR Acquisition => CR Acquisition, Inc.



CHEF REVIVAL Logo	Chile	524,705	04/17/2001	987375	12/24/2001	Registered	CR Acquisition
CHECKERBOARD Design	Canada	850,911	07/16/1997	TMA501574	09/30/1998	Registered	San Jamar
CHEF & Design	Canada	840,865	04/01/1997	TMA510216	03/29/1999	Registered	San Jamar
CHEF REVIVAL Logo	Mexico	630548	11/21/2003	830024	04/16/2004	Registered	CR Acquisition
CHEF REVIVAL Logo	Norway	2003 11529	12/09/2003	224,888	11/18/2004	Registered	Chef Revival USA*
CHEF & Design	EPO	000077974	01/04/1996	77974	10/28/2003	Registered	CR Acquisition
CHEF REVIVAL Logo	China	3895625	01/20/2004	3895625	01/28/2009	Registered	CR Acquisition
CHEF REVIVAL & Design	Canada	1,330,041	01/03/2007	TMA730889	12/12/2008	Registered	San Jamar
KNIFE & STEEL	Canada	898,841	12/8/1998	TMA527576	5/11/2000	Registered	San Jamar
CHEF & Device	Hong Kong	94/04376	04/20/1994	B02309/1997	03/04/1997	Registered	CR Acquisition

\* The company had previously decided to abandon this mark so it was deemed unnecessary to correct ownership, but it remains in force.

DESIGNED BY CHEFS FOR CHEFS	Canada	0850630	07/14/1997	TMA513570	07/29/1999	Registered	San Jamar
TOOLS YOU CAN TRUST	US	77/621,455	11/25/2008	4,006,563	08/02/2011	Registered	San Jamar
CHEF-TEX	US	85/013,984	04/14/2010	4,096,710	02/07/2012	Registered	San Jamar
CHEF REVIVAL	Singapore	A0024276	04/20/2011	T11080646A (Int'l Reg. No. 1079353)	04/20/2011	Registered	Colman's
CHEF CLOTHING REVIVAL & Design	Singapore		02/05/1996	T9601294H	05/14/2001	Registered	Colman
CHEF REVIVAL & Design	EPO			1079353	4/20/2011	Accepted	Colman
CHEF CLOTHING REVIVAL & Design	UAE	80437	7	7	7	Registered	Chef Clothing Revival's

5 Colman -> The Colman Group, Inc.

MMCB: 4843-5758-2870, v. 1

6 This mark is in the name of Chef Clothing Revival although an assignment to The Colman Group, Inc. has been executed. This is part of the Grubi Settlement. Given the cost of completing the recordation and the low value of the mark (it is for "Chef Clothing Revival") the decision was made not to record the assignment.

A-5