# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM312689

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Glendo Corporation		07/31/2014	CORPORATION: KANSAS

# **RECEIVING PARTY DATA**

Name:	Glendo LLC
Street Address:	900 Overlander Street
City:	Emporia
State/Country:	KANSAS
Postal Code:	66801
Entity Type:	LIMITED LIABILITY COMPANY: KANSAS

### **PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Serial Number:	85651756	GRS
Serial Number:	85674395	EASYGRAVER
Serial Number:	73220549	ACCU-FINISH
Serial Number:	78721574	ACROBAT
Serial Number:	77286925	BENCHMATE
Serial Number:	78627430	GRAVERMACH
Serial Number:	73662782	GRAVERMATE
Serial Number:	78377632	GRAVERMAX
Serial Number:	78773552	GRAVERMAX SC
Serial Number:	73781359	GRAVERMEISTER
Serial Number:	77276524	GRAVERSMITH
Serial Number:	75634211	HANDWORKER
Serial Number:	78295009	OPTIA
Serial Number:	78377616	THERMO-LOC
Serial Number:	85840293	GRAND MASTERS PROGRAM

## **CORRESPONDENCE DATA**

Fax Number: 9136479057

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: 9136479050 TRADEMARK

REEL: 005335 FRAME: 0115 900297055

Email: tmdocketing.burbach@hoveywilliams.com
Correspondent Name: Cheryl L. Burbach - Hovey Williams LLP

Address Line 1: 10801 Mastin Blvd., Suite 1000 Address Line 4: Overland Park, KANSAS 66210

ATTORNEY DOCKET NUMBER:	6517.000
NAME OF SUBMITTER:	Cheryl L. Burbach
SIGNATURE:	/Cheryl L. Burbach/
DATE SIGNED:	08/01/2014

### **Total Attachments: 7**

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### ASSIGNMENT OF TRADEMARKS

This Assignment ("Assignment") is made August 1, 2014 ("Effective Date"), by Glendo Corporation, a Kansas corporation, of 900 Overlander Street, Emporia, Kansas 66801 ("Assignor"), to Glendo LLC, a Kansas limited liability company, having its principal office at 900 Overlander Street, Emporia, Kansas 66801 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Glendo Asset Purchase Agreement (the "Purchase Agreement") the closing of which is contemporaneous with the Effective Date of this Assignment;

WHEREAS, Among the assets to be transferred by Assignor to Assignee under the Purchase Agreement are the trademarks set forth in Schedule "A" attached hereto, as well as any and all unregistered trademarks and trade dress at common law owned by Assignor as of the Effective Time of the Purchase Agreement (the "Marks");

WHEREAS, Assignor owns all rights, title and interests in the Marks, and Assignor desires to assign all rights, title, and interests in and to the Marks to Assignee ("All Rights in the Marks").

WHEREAS, Assignee desires to accept Assignment of All Rights in the Marks, including all the goodwill associated with the use of the Marks, and all other rights, whether such rights are based in common law or under federal or state statute, relating to the Marks to the extent such rights exist.

NOW, THEREFORE, for good and valuable consideration, including receipt of ten United States dollars (\$10.00), and receipt of which is acknowledged, Assignor does now sell, assign, set over and transfer to Assignee All Rights in the Marks and the goodwill associated with the Marks. The rights of Assignee at common law and to the end of the term or terms of which registration of the Mark may be granted or renewed are to be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; including all claims for royalties for licensing of the Marks and damages by reason of past infringements of the Marks, with the right to sue for and collect the same for its own use and benefit, for the use, benefit and on behalf of its successors, assigns and other legal representatives. This Assignment shall be binding upon the successors and assigns of Assignor and Assignee. This Assignment shall be governed by, interpreted under, and construed and enforced in accordance with the laws of Kansas, without regard to its conflict of laws principles. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Signature page follows]

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IN WITNESS WHEREOF, Assignor has entered into this Assignment at Johnson County, Kansas as of the day and year first set forth above.

GLENDO CORPORATION

By: \_\_\_\_

Name: Donald J. Glaser

Title: President

STATE OF KANSAS

) SS:

COUNTY OF JOHNSON

This instrument was acknowledged before me on the 31st day of July, 2014, by Donald J. Glaser, as the President of Glendo Corporation, a Kansas corporation.

My Appointment Expires:

Notary Public

ISSAKU YAMAASHI My Appt. Expires

NOTARY PUBLIC - State of Kansas

Schedule "A"

 $\underline{Trademarks}$ 

Trademark/Serial No.	Status U.S. PENDING	U.S. PENDING TRADEMARK APPLICATIONS  Goods/Services
GRS	Statement of Use filed June 24, 2014 – awaiting Notice of Acceptance	(Int'l Class: 7) Power tools for engraving, stone-setting, jewelry-making, wood arts, glass arts and fine arts in general and components therefore
SN:85-651756		setting, jewelry-making, wood arts, glass arts and fine arts in general, and components
	Filed: June 14, 2012	therefor; tool and graver power sharpeners for engraving tools, and tools for stone-setting, jewelry-making, wood arts, glass arts and fine arts in general, and components therefor; air compressors
		(Int'l Class: 8) Engraving vises, clamps, blocks, plates and work-holders for engraving, stonesetting, jewelry-making, wood arts, glass arts and fine arts in general, and components therefor; gravers, burs, chisels, gouges, carving tools, burnishing tools, beading tools, scribe tools, and small tools for use in engraving, stone-setting, jewelry-making, wood arts, glass
		tools, and small tools for use in engraving, stone-setting, jewelry-making, wood arts, glass arts and fine arts in general; surface-finishing tools for use in the fields of engraving, stone-setting, jewelry-making, wood arts, glass arts and fine arts in general, namely, files (Int'l Class: 35) On-line retail store services, retail services through direct solicitation by
		salespersons directed to end-users, and retail store services, all featuring goods in the fields of engraving, stone-setting, jewelry-making, wood arts, glass arts and fine arts in general; wholesale sales and services in the fields of engraving, stone-setting, jewelry-making, wood
		stone-setting, jewelry-making, wood arts, glass arts and fine arts in general (Int'l Class: 41) Educational services, namely conducting programs for the arts in all fields of engraving, stone-setting, jewelry-making, wood arts, glass arts and fine arts in general; providing recognition of elite artists by the way of awards to demonstrate excellence in all fields of engraving, stone-setting, jewelry-making, wood arts, glass arts and fine arts in general
EASYGRAVER	Statement of Use filed June 24, 2014 – awaiting Notice of Acceptance	(Int'l Class: 7) Power tools for engraving, stone-setting, jewelry-making, wood arts, glass arts and fine arts in general, and components therefor: nower hand held tools for engraving stone-
SN:85-674395	Filed: July 11, 2012	setting, jewelry-making, wood arts, glass arts and fine arts in general, and components therefor; tool and graver power sharpeners for engraving tools, and tools for stone-setting, jewelry-making, wood arts, glass arts and fine arts in general, and components therefor: air
		compressors (Int'l Class: 8) Engraving vises, clamps, blocks, plates and work-holders for engraving, stonesetting, jewelry-making, wood arts, glass arts and fine arts in general, and components therefor; gravers, burs, chisels, gouges, carving tools, burnishing tools, beading tools, scribe tools, and small tools for use in engraving, stone-setting, jewelry-making, wood arts, glass
		setting, jewelry-making, wood arts, glass arts and fine arts in general, namely, files

	U.S. REGISTE	U.S. REGISTERED TRADEMARKS
Trademark/Reg. No.	Status	Goods/Services
ACCU-FINISH and Design	Renewal due May 26, 2020-2021	(Int'l Class: 7) Tool sharpening machine
Accu-Finish	Registered: May 26, 1981	
SN:73-220549 RN:1,155,326		
ACROBAT	Renewal due November 14, 2015-2016	(Int'l Class: 9) Stand featuring articulating arms for fast and convenient
SN:78-721574 RN:3,171,025	Registered: November 14, 2006	repositioning of the optical device, used for holding and positioning microscopes, video cameras, optical lenses and similar optical devices
BENCHMATE	Renewal due May 20, 2017-2018	(Int'l Class: 8) Work-holding clamps for use by jewelers
SN:77-286925 RN:3,430,923	Registered: May 20, 2008	
GRAVERMACH	Renewal due September 25, 2016-2017	(Int'l Class: 7) Engraving machines, electric, pneumatic engraving tools, and
SN: 78-627430 RN: 3,299,116	Registered: September 25, 2007	pais meleoi
GRAVERMATE	*Owner: Glaser, Donald J.  Renewal due December 15, 2016-2017	April Class: 7) Engaving mochines
SN:73-662782 RN:1,468,824	Registered: December 15, 1987	
GRAVERMAX	Renewal due November 7, 2015-2016	(Int'l Class: 7) Engraving machines, electric, pneumatic engraving tools, and
SN:78-377632 RN:3,169,421	Registered: November 7, 2006	pairs mereor
GRAVERMAX SC	Renewal due July 25, 2015-2016	(Int'l Class: 7) Engraving machines, electric, pneumatic engraving tools, and
SN:78-773552 RN:3,120,802	Registered: July 25, 2006	pans mereor
GRAVERMEISTER	Renewal due February 20, 2019-2020	(Int'l Class: 7) Electric, pneumatic engraving tools, and parts thereof
SN:73-781359 RN:1,583,342	Registered: February 20, 1990	

	U.S. REGISTE	U.S. REGISTERED TRADEMARKS
Trademark/Reg. No.	Status	Goods/Services
GRAVERSMITH	Renewal due February 3, 2018-2019	(Int'l Class: 7) Engraving machines; electric and pneumatic engraving tools and
SN:77-276524 RN:3,570,534	Registered: February 3, 2009	component parts thereof
HANDWORKER	Renewal due September 5, 2019-2020	(Int'l Class: 7) Power-operated holder and actuator for nivoted dual loc and
SN:75-634211 RN:2,384,156	Registered: September 5, 2000	crossed legged tools
OPTIA	Renewal due November 8, 2014-2015	(Int'l Class: 9) Microscopes, eye loupes
SN:78-295009 RN:3,013,904	Registered: November 8, 2005	
THERMO-LOC	Renewal due August 8, 2015-2016	(Int'l Class: 11) Artists materials, namely, a moldable polymeric plastic such as
SN:78-377616 RN:3,127,631	Registered: August 8, 2006	poly capril lactone, that is rigid at room temperature but softened when warmed for use in holding or securing artwork pieces to a surface, such as handwork or engraving plates, and for use in creating an impression of items to capture three dimensional forms or surface designs of the items
GRAND MASTERS PROGRAM (Principal	8 & 15 due September 23, 2018-2019	(Int'l Class: 41) Educational services, namely conducting programs for the arts in
Register)	Registered: September 23, 2013	
SN: 85-840293		setting, and fine arts in general

	FOREIGN TR	FOREIGN TRADEMARK REGISTRATIONS
Country	Trademark/Reg. No.	Status
Madrid designating Australia, European	GRS	Renewal due June 25, 2022
Union, Japan, China, Korea, Switzerland, Russia, Singapore, Turkey, Vietnam	International Registration No. 1139896	Registration Date: June 25, 2012
Hong Kong	GRS Registration No. 302295955	Renewal due June 26, 2022
Mexico (Class 7)	GRS Registration No. 1323765	Registered: June 26, 2012 Renewal due July 6, 2022
Mexico (Class 8)	GRS Registration No. 1330048	Registered: October 26, 2012 Renewal due July 6, 2022
Mexico (Class 35)	GRS	Registered: November 26, 2012 Renewal due July 6, 2022
	Registration No. 1353211	Registered: March 7, 2013
Taiwan	GRS Registration No.: 01603294	Renewal due September 30, 2023
		Registered: October 1, 2013

	Foreign Trademark Applications	
Country	Trademark/Application No.	Status
Canada	GRS	Filing Date: June 26, 2012
	Application No. 1,583,688	
Brazil (Class 7)	GRS	Filing Date: June 27, 2012
	Application No. 904958132	(
Brazil (Class 8)	GRS	Filing Date: June 27, 2012
	Application No. 904958183	,
Brazil (Class 35)	GRS	Filing Date: June 27, 2012
	Application No. 904958213	,
I fialiand (Class /)	GRS and Design	Filing Date: July 12, 2012
Theiland (Class 8)	Application No. 854303	
Thalland (Class o)	GRS and Design	Filing Date: July 12, 2012
	Application No. 854304	
I naliand (Class 35)	GRS and Design	Filing Date: July 12, 2012
	Application No. 854305	

**RECORDED: 08/01/2014**