

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM378252

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Promotional Products Company		03/24/2016	Corporation: SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dexter-Russell, Inc.		
<b>Street Address:</b>	44 River Street		
<b>City:</b>	Southbridge		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01550		
<b>Entity Type:</b>	Corporation: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2366101	CHECKERBOARD	
<b>Registration Number:</b>	1650818	CHEF	
<b>Registration Number:</b>	1644126	CHEF	
<b>Registration Number:</b>	3562104	CHEF 24/7	
<b>Registration Number:</b>	2058378	CHEF	
<b>Registration Number:</b>	1634857	CHEF	
<b>Registration Number:</b>	1651545	CHEF REVIVAL	
<b>Registration Number:</b>	2823660	CHEF REVIVAL	
<b>Registration Number:</b>	4096710	CHEF-TEX	
<b>Registration Number:</b>	3603044	CREWARE	
<b>Registration Number:</b>	2369679		
<b>Registration Number:</b>	2165713	DESIGNED BY CHEFS FOR CHEFS	
<b>Registration Number:</b>	1934248	KNIFE AND STEEL	
<b>Registration Number:</b>	4006563	TOOLS YOU CAN TRUST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9147234301		
<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>			

OP \$365.00 2366101

**Phone:** 914-723-4300  
**Email:** rduff@lslip.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.GEN

**NAME OF SUBMITTER:** Renee L. Duff

**SIGNATURE:** /RLD/

**DATE SIGNED:** 03/28/2016

**Total Attachments: 7**

source=Master Assignment to Dexter-Russell#page1.tif  
source=Master Assignment to Dexter-Russell#page2.tif  
source=Master Assignment to Dexter-Russell#page3.tif  
source=Master Assignment to Dexter-Russell#page4.tif  
source=Master Assignment to Dexter-Russell#page5.tif  
source=Master Assignment to Dexter-Russell#page6.tif  
source=Master Assignment to Dexter-Russell#page7.tif

MASTER ASSIGNMENT

WHEREAS, AMERICAN PROMOTIONAL PRODUCTS COMPANY, a South Carolina corporation with offices at 44 River Street, Southbridge, Massachusetts (hereinafter referred to as "ASSIGNOR"), was the owner of all right, title and interest in and to the trademarks listed in Schedule A hereto, which have been filed and/or registered as set forth thereon (hereinafter referred to as the "Marks");

WHEREAS, DEXTER-RUSSELL, INC., a Massachusetts corporation with offices at 44 River Street, Southbridge, Massachusetts (hereinafter referred to as "ASSIGNEE"), was desirous of acquiring the aforesaid Marks, together with the goodwill of the business symbolized by the Marks in such countries and in connection with such Marks as is deemed necessary by ASSIGNEE;

WHEREAS, by agreement ASSIGNEE received the entire right, title, and interest in and to the aforesaid Marks, together with the goodwill of the business symbolized thereby; and

WHEREAS, the parties hereto are desirous of executing a document for purposes of recordation throughout the world in the various Trademark Offices recording title in and to the aforesaid Marks in the name of ASSIGNEE.

NOW, THEREFORE, for and in consideration of good and valuable consideration to it paid, the receipt and sufficiency of which are hereby acknowledged, said ASSIGNOR hereby acknowledges and confirms its prior said transfer, and does hereby sell,

assign, and transfer unto said ASSIGNEE all rights, title and interest in and to said Marks, including the applications and registrations thereof and the Certificates of Registration duly and legally issued therefor, and any and all renewals thereof for the Marks, together with the goodwill of the business symbolized thereby in such countries and in connection with such Marks as is deemed necessary by ASSIGNEE, and further including, without limitation, all claims for damages by reason of past infringement and the right to sue for and the right to collect the same for its own use and behoof, and for the use and behoof of its successors, assigns, or legal representatives and the right to defend the Marks and the applications and registrations thereof.

ASSIGNOR represents that: (i) it is the owner of all rights, title, and interests in and to the Marks and that it has the authority to make this Master Assignment; (ii) there are no current or effective licenses, assignments, security interests, or other encumbrances of or relating to the Marks; and (iii) it knows of no other person or entity which has the right to use, or has made any claim pertaining to the right to use the Marks.

ASSIGNOR warrants that it shall not contest or challenge, or aid any other person or entity in so contesting or challenging, the validity of the Marks or ASSIGNEE's ownership thereof.

ASSIGNOR expressly agrees to execute, acknowledge, and deliver such documents and other instruments as may be requested by ASSIGNEE to evidence or effectuate the sale, assignment, transfer, conveyance, and delivery of the Marks to ASSIGNEE.

ASSIGNOR: AMERICAN PROMOTIONAL PRODUCTS COMPANY

BY: *Alan S. Foppel*

NAME: ALAN S. FOPPEL

TITLE: Vice President

DATE: 3/24/16

*Jeanne Mariani*  
Witness  
*Laurie Lapierre*  
Witness

ACCEPTED BY ASSIGNEE:

DEXTER-RUSSELL, INC.

BY: *Craig M. Giguere*

NAME: Craig M. Giguere

TITLE: Treasurer and CFO

DATE: 3/24/16

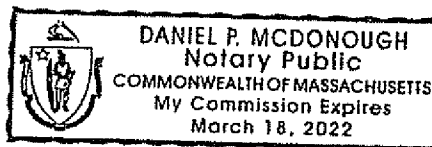
*Jeanne Mariani*  
Witness  
*Laurie Lapierre*  
Witness

STATE OF MASS. )  
COUNTY OF WORCESTER ) ss. )

On this 24<sup>th</sup> day of March, 2016, before me personally came Alan Peppel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and being by me duly sworn, did depose and say that he is the Vice President of ASSIGNOR, AMERICAN PROMOTIONAL PRODUCTS COMPANY the corporation described in and which executed the within instrument, and that he executed the same in such capacity, and that by his signature on the within instrument, ASSIGNOR duly executed this MASTER ASSIGNMENT.

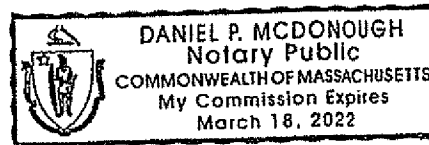
  
NOTARY PUBLIC

STATE OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss. )



On this 24<sup>th</sup> day of March, 2016, before me personally came Craig Giguere, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and being by me duly sworn, did depose and say that he is the CFO of ASSIGNEE DEXTER-RUSSELL, INC., the corporation described in and which executed the within instrument, and that he executed the same in such capacity, and that by his signature on the within instrument, ASSIGNEE duly executed this MASTER ASSIGNMENT.

  
NOTARY PUBLIC



# **EXHIBIT A**

**(following two (2) pages)**

Registered Owner: American Promotional Products Company

Country	Mark	Classes	App. # App. Dt	Reg. # Reg. Dt
Canada	CHECKERBOARD Design		850,911 7/16/1997	501,574 9/30/1998
Canada	Chef Design		840,865 4/1/1997	510,216 3/29/1999
Canada	CHEF REVIVAL & Design		1,330,041 1/3/2007	730,889 12/12/2008
Canada	DESIGNED BY CHEFS FOR CHEFS		850,630 7/14/1997	513,570 7/29/1999
Canada	KNIFE & STEEL		898,841 12/8/1998	527,576 5/11/2000
China (People's Republic Of)	CHEF REVIVAL & Design		3872034 2/21/2009	3872034 2/21/2009
Hong Kong	CHEF & CHECKERBOARD Design	25	04376/1994 4/20/1994	B02309/1997 4/20/1994
Mexico	CHEF REVIVAL & Design	25	630548 11/21/2003	830024 4/16/2004
Singapore	CHEF REVIVAL & Design	25	T9601294H 2/5/1996	T9601294H 5/14/2001
United States	CHECKERBOARD	25	75670956 3/30/1999	2366101 7/11/2000
United States	CHEF & Design of Steel & Knife	25	74069161 6/14/1990	1650818 7/16/1991
United States	Chef (stylized)	25	74061504 5/22/1990	1644126 5/7/1991
United States	CHEF 24/7	25	77281495 9/17/2007	3562104 1/13/2009
United States	Chef Design	8	75022166 4/29/1997	2058378 4/29/1997
United States	Chef Design	25	73772825 1/3/1989	1634857 2/12/1991
United States	CHEF REVIVAL	25	74069160 6/14/1990	1651545 7/23/1991
United States	CHEF REVIVAL & Design	25	76000934 3/15/2000	2823660 3/16/2004
United States	CHEF-TEX	24, 25	85013984 4/14/2010	4096710 2/7/2012
United States	CREWARE	9, 24, 25	77075321 1/3/2007	3603044 4/7/2009
United States	DESIGN OF CHECKERBOARD	25	75287995 5/7/1997	2369679 7/25/2000

**TRADEMARK**

**REEL: 005759 FRAME: 0158**



United States	DESIGNED BY CHEFS FOR CHEFS	25	75287996 5/7/1997	2165713 6/16/1998
United States	KNIFE & STEEL	25	74513623 4/18/1994	1934248 11/7/1995
United States	TOOLS YOU CAN TRUST	9, 24, 25	77621455 11/25/2008	4006563 8/2/2011