

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545707

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XO Appliance Corp.		10/10/2019	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Eastern Marketing Corp.		
Street Address:	24 Eisenhower Parkway		
City:	Roseland		
State/Country:	NEW JERSEY		
Postal Code:	07068		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5414550	XO	
Registration Number:	5414575	XO SINK PRO NANOGRIND	
Serial Number:	87585664	XO	
CORRESPONDENCE DATA			
Fax Number:	9086547866		
<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:	9086545000		
Email:	informationspecialists@lerner david.com		
Correspondent Name:	BRUCE H. SALES		
Address Line 1:	600 South Avenue West		
Address Line 4:	Westfield, NEW JERSEY 07090		
ATTORNEY DOCKET NUMBER:	EASTM-9		
NAME OF SUBMITTER:	DONNA M. VECCHIONE		
SIGNATURE:	/DONNA M. VECCHIONE/		
DATE SIGNED:	10/18/2019		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

THIS AGREEMENT is between XO Appliance Corp., a New Jersey corporation, with a place of business at 24 Eisenhower Parkway, Roseland, New Jersey 07068 (hereafter "Assignor"), and Eastern Marketing Corp., a New Jersey corporation, having a place of business at 24 Eisenhower Parkway, Roseland, New Jersey 07068 (hereafter "Assignee"). Collectively, Assignor and Assignee are referred to as the "Parties."

WHEREAS, Assignor is the owner of the trademarks (i) XO in stylized form, corresponding to U.S. Registration No. 5,414,550; (ii) XO SINK PRO NANOGRIND in stylized form, corresponding to U.S. Registration No. 5,414,575; and (iii) XO in stylized form, corresponding to U.S. Trademark Application Serial No. 87/585,664. Collectively hereafter, the aforementioned trademarks and the aforementioned trademark registrations and trademark application are collectively referred to as "the Marks";

WHEREAS, Assignor intends to and by this Agreement does transfer the Marks and all aspects of the business related thereto to Assignee; and

WHEREAS, the Parties agree that this Assignment confirms a prior verbal assignment of the Marks from Assignor to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Assignor hereby confirms its prior verbal assignment of the Marks, including all of its right, title and interest in and to the Marks, including but not limited to all the goodwill embodied in the Marks, to Assignee. In an abundance of caution and to make expressly clear, such Assignment of the Marks includes U.S. Trademark Registration Nos. 5,414,575 and 5,414,550; and Trademark Application Serial No. 87/585,664. It is the intention of the Parties that all right, title and interest acquired by Assignee shall include all rights enjoyed by Assignor prior to the Assignment.

2. The assignment contained in this Agreement includes the right to sue, recover and obtain damages for any illegal activity perpetrated upon or related to the Marks or recoverable by Assignor in association with such illegal activity, notwithstanding the date such activity may have occurred.

3. The Parties acknowledge that in exchange for the assignment of the Marks, consideration for such assignment has been received by the Parties.

4. Assignor agrees to cooperate as reasonably necessary with Assignee in executing documents and undertaking other actions necessary to perfect the assignment set forth in this Agreement and ensure its recordation with the United States Patent and Trademark Office or any other governmental institution anywhere in the world as may be reasonably necessary, and with reasonable compensation paid by Assignee to Assignor to cover reasonable disbursements that may be incurred by Assignor in connection with the foregoing.

5. This Agreement shall be governed by the laws of the State of New Jersey, United States of America. The Parties expressly consent to subject matter and personal jurisdiction of the State and Federal Courts of New Jersey in connection with any disputes arising out of this Agreement, and that New Jersey is an appropriate and convenient venue for the resolution of any dispute.

6. The "WHEREAS" factual recitals of this Agreement are incorporated as an integral part of this Agreement.

7. This Agreement shall be construed in accordance with its terms and without regard to the drafter of any provision hereof. Any amendment to this Agreement must be made in writing signed by the Parties. The Parties acknowledge that authorized representatives have executed this Agreement on each of the Parties' behalf.

XO APPLICANCE CORP.

By: 

Name: CAROL FRIEDMAN

Date: 10/10/19

EASTERN MARKETING CORP.



By: 

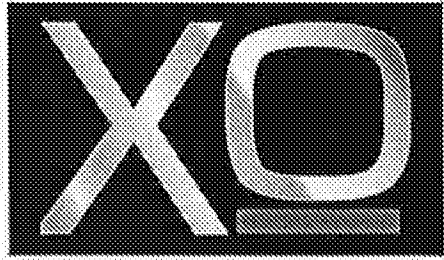
Name: CAROL FRIEDMAN

Title: CEO

Date: 10/10/19

SCHEDULE A

Owner	Trademark	Registration
XO Appliance Corp.	XO (Stylized) 	5,414,550
XO Appliance Corp.	XO SINK PRO NANOGRIND (Stylized) 	5,414,575

Owner	Trademark	Application
XO Appliance Corp.	XO (Stylized) 	87/585,664