

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is made as of this 11th day of August, 2021, by and among CROSCILL HOME, LLC (the “Assignor”), and E&E CO. LTD. (Assignee”). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement (as hereinafter defined).

WHEREAS, Assignor and Assignee have executed and delivered an Asset Purchase Agreement, dated as of July 19, 2021 (the “Asset Purchase Agreement”), pursuant to which Assignee has agreed to purchase the Assets of Assignor, including Intellectual Property and associated goodwill, which includes the United States registered trademarks and common law trademarks listed on Schedule A hereto (the “Transferred Marks”) and the goodwill associated therewith, including the historical trademark files.

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Subject to the terms and conditions set forth in the Asset Purchase Agreement, Assignor hereby sells, conveys, transfers, assigns, and delivers to Assignee all right, title, and interest of Assignor in and to the Transferred Marks, together with the goodwill of the business in connection with which the Transferred Marks are used, and all registrations and applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, or payments due or payable after the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Transferred Marks, with the right to sue for and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of Assignee’s successors or assigns, and any other rights, privileges, claims, and causes of action relating or pertaining to the Transferred Marks, free and clear of all security interests, mortgages, liens, pledges, conditional sales or lease agreements, charges, claims or encumbrances.

2. Recordation. The parties authorize and request the Commissioner of Patents and Trademarks of the United States to record ownership of the Transferred Marks as the property of Assignee.

3. Further Assurances. Assignor shall, from time to time and for no further consideration, but at the cost and expense of Assignee for reasonable out-of-pocket expenses, timely execute and deliver any additional documents and perform such additional acts, and shall cause each of its affiliates to, timely execute and deliver any additional documents and perform such additional acts, necessary or reasonably requested by Assignee, to record and perfect the interest of Assignee in and to the Transferred Marks, and shall not enter into any agreement in conflict with this Agreement.

4. No Use of Transferred Marks by Assignor. Except as otherwise set forth in the Asset Purchase Agreement, Assignor, for itself and on behalf of Assignor's respective successors and assigns, covenant not to use, apply for, or register any of the Transferred Marks or use, apply for, or register any variation of the Transferred Marks or any word, design, domain name, or logo likely to be similar or confusingly similar with the Transferred Marks, for any purpose in the United States.

5. No Third Party Beneficiaries. This Agreement is not intended to, and shall not, confer upon any other person except the parties hereto any rights or remedies hereunder.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed and original, but all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other customary means of electronic submission (e.g., .pdf) shall be deemed binding for all purposes hereof, without delivery of an original signature page being thereafter required.

7. Governing Law.

(a) This Agreement shall be governed by and construed and enforced in accordance with, the Laws of the United States, with respect to trademark issues, and in all other respects, including as to validity, construction, effect, performance and remedies by the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF DELAWARE IN EACH CASE LOCATED IN NEW CASTLE COUNTY, STATE OF DELAWARE. EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF EACH SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN WILL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION, OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED,


EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7(c).

[Signature page follows]

IN WITNESS WHEREOF, the undersigned hereby execute this Trademark Assignment Agreement the day and year first above written.

ASSIGNEE:

E&E CO. LTD.

By: 
Name: Edmund Jim
Title: CEO

SELLER:

CROSCILL HOME, LLC

By: Zohar III, Corp, its Manager

By: _____
Name: Mike Katzenstein
Title: Chief Restructuring Officer

IN WITNESS WHEREOF, the undersigned hereby execute this Trademark Assignment Agreement the day and year first above written.

ASSIGNEE:


E&E CO. LTD.

By: _____
Name: _____
Title: _____

SELLER:

CROSCILL HOME, LLC

By: Zohar III, Corp, its Manager

By:  _____
Name: Mike Katzenstein
Title: Chief Restructuring Officer

SCHEDULE A

2. Trademarks

TITLE	COUNTRY	STATUS	APPLICATION #	DATE FILED	REGISTRATIO N NUMBER	REGISTRATION DATE	RENEWAL DUE
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CHAPEL HILL	United States of America	Registered	77/945,710	Feb 26, 2010	4016610	Aug 23, 2011	Aug 23, 2021
CROSCILL	United States of America	Registered	73/273,644	Aug 11, 1980	1186826	Jan 19, 1982	Jan 19, 2022
IT'S IN THE DETAILS	United States of America	Registered	76/333,622	Nov 2, 2001	2755192	Aug 26, 2003	Aug 26, 2023
CROSCILL HOME	United States of America	Registered	77/919,509	Jan 25, 2010	3935574	Mar 22, 2011	Mar 22, 2031
CROSCILL	United States of America	Registered	73/702,994	Dec 28, 1987	1503043	Sep 6, 1988	Sep 6, 2028
CROSCILL	United States of America	Registered	71/429,811	Mar 21, 1940	380816	Sep 3, 1940	Sep 3, 2030
CROSCILL CLASSIC	United States of America	Registered	86/051,873	Aug 29, 2013	4676227	Jan 20, 2015	Jan 20, 2025
CROSCILL CLASSIC (STYLIZED)	United States of America	Registered	86/051,904	Aug 29, 2013	4676228	Jan 20, 2015	Jan 20, 2025
C & DESIGN	United States of America	Registered	88/536,604	Jul 25, 2019	6159584	Sep 22, 2020	Sep 22, 2030