

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3774377

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
GORDON BROTHERS COMMERCIAL AND INDUSTRIAL LLC		02/04/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	TUESDAY MORNING PARTNERS, LTD.	
<b>Street Address:</b>	6250 LBJ FREEWAY	
<b>City:</b>	DALLAS	
<b>State/Country:</b>	TEXAS	
<b>Postal Code:</b>	75240	
<b>PROPERTY NUMBERS Total: 20</b>		
<b>Property Type</b>	<b>Number</b>	
Application Number:	29532183	
Application Number:	29532157	
Application Number:	29532188	
Application Number:	29532189	
Application Number:	29532194	
Application Number:	29532196	
Application Number:	29532198	
Application Number:	29538926	
Application Number:	29540131	
Application Number:	29540136	
Application Number:	29540471	
Application Number:	29540425	
Application Number:	29541566	
Application Number:	29541874	
Application Number:	29541877	
Application Number:	29542190	
Application Number:	29542499	
Application Number:	29542501	
Application Number:	29542913	
Application Number:	29549460	

PATENT

**CORRESPONDENCE DATA****Fax Number:** (214)200-0558*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:** 214-651-5066**Email:** JEFF.BECKER@HAYNESBOONE.COM**Correspondent Name:** JEFFREY BECKER C/O HAYNES AND BOONE, LLP**Address Line 1:** 2323 VICTORY AVENUE, SUITE 700**Address Line 4:** DALLAS, TEXAS 75219

<b>ATTORNEY DOCKET NUMBER:</b>	24231.10
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<b>NAME OF SUBMITTER:</b>	JEFFREY M. BECKER
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<b>SIGNATURE:</b>	/Jeffrey M. Becker/
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<b>DATE SIGNED:</b>	03/08/2016
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	This document serves as an Oath/Declaration (37 CFR 1.63).
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**Total Attachments: 4**

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## PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment"), is made, executed and delivered by Gordon Brothers Commercial and Industrial LLC, a Delaware liability company ("Assignor"), in favor of Tuesday Morning Partners, Ltd., a Texas limited partnership ("Assignee").

### WITNESSETH:

**WHEREAS**, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated February 4, 2016 (the "Asset Purchase Agreement"), pursuant to which Assignee agreed to purchase and assume from Assignor, and Assignor agreed to sell, convey, transfer, assign and deliver to Assignee certain assets, including, without limitation, the Inventions and Patents (as defined below).

**NOW, THEREFORE**, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

Assignor hereby assigns, transfers, and conveys to Assignee, all of the Assignor's entire right, title, benefit, privilege and interest in and to:

- (a) the inventions disclosed or claimed, in whole or in part, in the patents and/or patent applications listed in the Schedule of Patents hereto (the "Inventions");
- (b) all patents and patent applications that have been or may later be filed that are based on the Inventions in any country, including the patents and/or patent applications listed in the Schedule of Patents hereto and any provisionals, non-provisionals, divisionals, continuations, continuation-in-parts, extensions, renewals, re-examinations, reissues, substitutes, supplementary protection certificates, utility models, or similar legal protection based on the Inventions (collectively, the "Patents");
- (c) the right to claim priority to any of the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or laws of the country in which the Patents are filed, as may be applicable; and
- (d) all rights of action, powers, and benefits arising from ownership of the Patents, including the right to sue for past, present, and future infringement of the Patents, the right to collect royalties, fees, damages, and payments now or later due or payable with respect to the Patents, the right to seek injunctive relief based on the Patents, the right to pursue all causes of action and all enforcement rights relating to the Patents, whether known or unknown, currently pending or otherwise, and the right to revive any abandoned or lapsed Patents.

This Assignment shall inure to the benefit of any successors, assigns and/or heirs of Assignee with the Patents being fully assignable by Assignee and any subsequent assignee without restriction of any kind.

Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office, and any corresponding entity, agency, or official of any other country whose duty it is to issue patents or similar legal protection, to issue the Patents to Assignee such that the Patents will be held by Assignee for its own use and benefit, for the full term for which the Patents are or may be granted.

This Assignment may be executed simultaneously in counterparts, including counterparts bearing a facsimile (or other electronic transmission including email of a "pdf" signature) signature copy, each of which shall be deemed an original but all of which together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other. The parties hereto intend that a facsimile signature (or other electronic transmission including email of a "pdf" signature) copy on this Assignment shall have the same force and effect as an original signature.

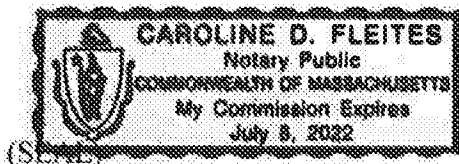
IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized, all as of the date written below.

**Gordon Brothers Commercial and Industrial  
LLC**

By: [Signature]  
Name: Jim Lightburn  
Title: Managing Director  
Date: 2-4-16

STATE OF MA )  
 ) ss  
COUNTY OF Suffolk )

Subscribed and sworn to before me this 4<sup>th</sup> day of February, 2016,  
by Jim Lightburn, the Managing Director of Gordon Brothers Commercial and  
Industrial LLC, a Delaware limited liability company, on behalf of the company.



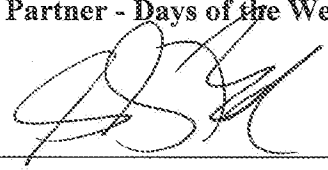
Caroline Fleites  
Notary Public

My commission expires: July 8, 2022

IN WITNESS WHEREOF, Assignee has caused this Assignment to be duly executed by its officer thereunto duly authorized, all as of the date written below.

Tuesday Morning Partners, Ltd.

By: Its General Partner - Days of the Week, Inc.

By: 

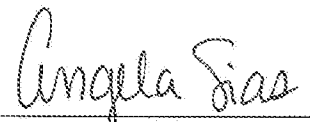
Name: Steven R. Becker

Title: Chief Executive Officer

Date: February 4, 2016

STATE OF TEXAS )  
COUNTY OF DALLAS ) ss

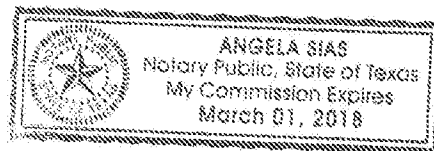
Subscribed and sworn to before me in this 4th day of February, 2016,  
by Steven Becker, the Chief Executive Officer of Tuesday Morning Partners, Ltd., a  
Texas limited partnership, on behalf of the partnership.

  
\_\_\_\_\_  
Notary Public

(SEAL)

My commission expires:

March 1, 2018



## SCHEDULE OF PATENTS

Jurisdiction	Title	Application No.	App Type	Filing Date	Patent No.	Issue Date
United States	CULINARY UTENSIL	29/532,183	Design	July 2, 2015	N/A	N/A
United States	BASTING BRUSH HEAD	29/532,157	Design	July 2, 2015	N/A	N/A
United States	KITCHEN IMPLEMENT HANDLE	29/532,188	Design	July 2, 2015	N/A	N/A
United States	SPLATTER SHIELD	29/532,189	Design	July 2, 2015	N/A	N/A
United States	KITCHEN IMPLEMENT HANDLE	29/532,194	Design	July 2, 2015	N/A	N/A
United States	KITCHEN IMPLEMENT HANDLE	29/532,196	Design	July 2, 2015	N/A	N/A
United States	KITCHEN IMPLEMENT HANDLE	29/532,198	Design	July 2, 2015	N/A	N/A
United States	FOOD MILL	29/538,926	Design	September 9, 2015	N/A	N/A
United States	WOK	29/540,131	Design	September 21, 2015	N/A	N/A
United States	TAGINE	29/540,136	Design	September 21, 2015	N/A	N/A
United States	LABEL	29/540,471	Design	September 24, 2015	N/A	N/A
United States	LABEL	29/540,425	Design	September 24, 2015	N/A	N/A
United States	BOX	29/541,566	Design	October 5, 2015	N/A	N/A
United States	BAKING PAN INSERT	29/541,874	Design	October 8, 2015	N/A	N/A
United States	KNIFE	29/541,877	Design	October 8, 2015	N/A	N/A
United States	BAKING SHEET	29/542,190	Design	October 12, 2015	N/A	N/A
United States	CONTAINER DIVIDER	29/542,499	Design	October 14, 2015	N/A	N/A
United States	SHEARS	29/542,501	Design	October 14, 2015	N/A	N/A
United States	FOOD STORAGE CONTAINER	29/542,913	Design	October 19, 2015	N/A	N/A
United States	COOKWARE COVER	29/549,460	Design	December 22, 2015	N/A	N/A