

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7020957

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	WEB DEALS DIRECT, LLC	05/20/2021
RECEIVING PARTY DATA		
Name:	HOMELIFE LLC	
Street Address:	667 BOYLSTON STREET	
City:	BOSTON	
State/Country:	MASSACHUSETTS	
Postal Code:	02116	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	29751071
CORRESPONDENCE DATA		
Fax Number:	(617)646-8646	
<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:	6176468000	
Email:	mrush@wolfgreenfield.com	
Correspondent Name:	ROBERT E. HUNT	
Address Line 1:	WOLF, GREENFIELD & SACKS, P.C.	
Address Line 2:	600 ATLANTIC AVENUE	
Address Line 4:	BOSTON, MASSACHUSETTS 02210	
ATTORNEY DOCKET NUMBER:	W1100.70008US00	
NAME OF SUBMITTER:	MACAULAY RUSH	
SIGNATURE:	/MacAulay Rush/	
DATE SIGNED:	11/12/2021	
Total Attachments: 7		
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ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Assignment"),
dated as of May 20, 2021 (the "Effective Date"),
is made by Web Deals Direct, LLC ("Assignor") located at
8543 Twickenham Terrace, Harrisburg, North Carolina 28025
and Homelife LLC ("Assignee"), located at
667 Boylston Street, 3rd Floor, Suite 307, Boston, Massachusetts 02116.

WHEREAS, Assignee is the purchaser of substantially all of the assets of Assignor pursuant to that certain Asset Purchase Agreement dated as of even date herewith (the "Purchase Agreement");

WHEREAS, Assignor owns all of the rights, title and interest in and to the Assigned Trademark Rights (as defined herein) with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark Rights;

WHEREAS, Assignor owns all of the rights, title and interest in and to the Assigned Patent Rights (as defined herein);

WHEREAS pursuant to the Purchase Agreement, Assignor has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction (collectively, the "Agencies"); and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title, and interest in and to the following:
 - a. All trademark registrations and applications constituting Acquired Assets (as defined in the Purchase Agreement), including, without limitation, those set forth in Schedule 1 attached hereto, and all issuances, extensions, renewals, and connected goodwill of the business thereof (collectively, the "Assigned Trademark Rights");
 - b. The patents and patent applications set forth in Schedule 2, attached hereto, including all inventions and designs disclosed in the patents and patent applications and all corresponding provisional, non-provisional, divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent, utility models, industrial designs or similar intellectual property rights which have been or shall be filed in in any country on any of the inventions and designs; and all original and reissued patents which have been or shall be issued in any jurisdiction on the inventions and designs, including the right to apply for patent rights in each such country and all rights to priority; as well as the right to sue in Assignee's own name and recover damages for past infringement of any United States Letters Patent and foreign patent, including a reasonable royalty relating to provisional rights under 35 U.S.C. § 154(d) that have attached to any published United States patent application, on the inventions and designs (collectively, the "Assigned Patent Rights");
 - c. All rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise

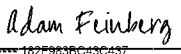
throughout the world;

- d. Any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - e. Any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Assignor hereby authorizes the United States Patent and Trademark Office and the officials of other Agencies to record and register this Assignment upon request by Assignee. Following the Effective Date, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives—including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents—as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademark Rights and/or the Assigned Patent Rights to Assignee, or any assignee or successor thereto.
 - 3. Letters Patent. Assignor hereby requests the Director of the United States Patent and Trademark Office and foreign patent authorities to issue Letters Patent or other intellectual property rights, including foreign patents, related to the Assigned Patent Rights to Assignee.
 - 4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor, and Assignee (as applicable) with respect to the Assigned Trademark Rights and Assigned Patent Rights. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern and control.
 - 5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
 - 6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
 - 7. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:

Web Deals Direct LLC

By: DocuSigned by:

16279835C43C437...

Name: Adam Feinberg

Title: CEO

ASSIGNEE:

Homelife LLC

Chris Bell, Authorized Signatory

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:

Web Deals Direct LLC

By: _____

Name: _____

Title: _____

ASSIGNEE:

Homelife LLC

Christopher Bell

Chris Bell, Authorized Signatory

Schedule 1

Mark	Country	Reg. No./(Serial No.)	Reg. Date (Filing Date)
ABFLEX	United States of America	(88/756215)	(January 13, 2020)
ABFLEX	United Kingdom	UK00003306828	July 27, 2018
ABFLEX	European Union	17917494	October 25, 2018
ABFLEX	United Kingdom	UK00917917494	October 25, 2018
BEAUTYWORKS	United States of America	5513848	July 10, 2018
BEAUTYWORKS	Italy	302019000002755	January 11, 2019
BEAUTYWORKS	United Kingdom	UK00003364042	May 24, 2019
BEAUTYWORKS	Germany	302019200112	February 20, 2019
BEAUTYWORKS	France	4511365	May 3, 2019
BEAUTYWORKS	Spain	M3750001	June 20, 2019
BEAUTYWORKS	European Union	18005037	May 14, 2019
BEAUTYWORKS	United Kingdom	UK00918005037	May 14, 2019
BELLANAILS	United States of America	5411553	February 27, 2018
BELLANAILS	United Kingdom	UK00003364036	March 22, 2019
DYNAMIC GEAR	United States of America	5572158	September 25, 2018
FLEXI HOSE	United States of America	5625984	December 11, 2018
FLEXI HOSE	France	4542973	August 2, 2019
FLEXI HOSE	Italy	302019000026946	November 27, 2019
FLEXI HOSE	Spain	(M4015399)	(April 15, 2019)
GRILLMAN	United States of America	5513792	July 10, 2018
GRILLMAN	United Kingdom	UK00003364043	March 11, 2019
GRILLMAN	United Kingdom	UK00918005056	May 31, 2019
GRILLMAN	France	4511339	May 10, 2019
GRILLMAN	Spain	M3750004	July 1, 2019
GRILLMAN	Italy	302019000002770	July 10, 2019
GRILLMAN	European Union	18005056	May 31, 2019
	United States of America	(90/052836)	(July 14, 2020)
HOME ORGANICS	United States of America	5273128	August 22, 2017
HOME ORGANICS	United Kingdom	UK00003364045	May 10, 2019
HOME ORGANICS	United Kingdom	UK00918005029	June 11, 2019
HOME ORGANICS	France	4511373	May 10, 2019
HOME ORGANICS	Spain	M3749996	June 17, 2019
HOME ORGANICS	Italy	302019000002659	July 10, 2019
HOME ORGANICS	European Union	18005029	June 11, 2019
KITCHENZONE	United States of America	6168344	October 6, 2020
LUMINRG	United States of America	(90/316702)	(November 13, 2020)
OFFICELINE	United States of America	5687626	February 26, 2019
PAINT MARK	United States of America	5573940	October 2, 2018
PET UNION	United States of America	5905094	November 5, 2019
POWER PINS	United States of America	5305740	October 10, 2017
PRODIVE	United States of America	5441400	April 10, 2018
PRODIVE	United Kingdom	UK00003364038	July 5, 2019

PRODIVE	United Kingdom	UK00918005049	May 11, 2019
PRODIVE	Spain	M3749991	July 16, 2019
PRODIVE	Italy	302019000002767	July 10, 2019
PRODIVE	European Union	18005049	May 11, 2019
PROSTEAM	United States of America	5580827	October 9, 2018
SCHON	United Kingdom	UK00003306839	September 28, 2018
SIGNATURE GARDEN	United States of America	5815122	July 23, 2019
SPACE MAX	United States of America	5281370	September 5, 2017
SIGNATURE LIVING	United States of America	5904224	November 5, 2019
SIGNATURE LIVING	United States of America	6042464	April 28, 2020
SPACE MAX	Germany	302019000112	February 28, 2019
SPACE MAX	France	4511367	July 12, 2019
SPACE MAX	Spain	(M3749993)	(December 31, 2018)
SPACE MAX	Italy	302019000002743	January 11, 2019
SPACE MAX	European Union	18005033	June 1, 2019
SPACE MAX	United Kingdom	UK00918005033	June 1, 2019
SPACE MAX	United Kingdom	UK00003364048	May 24, 2019
SPACESAVER	United States of America	5331684	November 7, 2017
SPACESAVER	Germany	302018020344	September 19, 2018
SPACESAVER	United Kingdom	UK00003333469	November 16, 2018
SPACESAVER	Spain	M3732479	April 3, 2019
SPACESAVER	Italy	302018000027924	August 23, 2018
SPACESAVER	India	3928798	March 23, 2019
SPACESAVER	Brazil	915818531	June 18, 2019
SPACESAVER	Japan	6206982	December 13, 2019
SPACESAVER	Canada	(1916588)	(August 24, 2018)
SPACEsaver	United Kingdom	UK00003452636	March 13, 2020
SPACEsaver	Spain	M4048443	August 19, 2020
SPACEsaver	Italy	302019000097522	September 22, 2020
SPACEsaver	Germany	3020190293564	February 13, 2020
SPACEsaver	European Union	(18235753)	(May 7, 2020)
UPPER ORDER	United States of America	5493949	June 12, 2018
VORFREUDE	United States of America	5673194	February 12, 2019
VORFREUDE	United Kingdom	UK00003302373	July 6, 2018
ZAP IT!	United States of America	5441401	April 10, 2018
ZAP IT!	United Kingdom	UK00003364041	March 22, 2019
ZAP IT!	United Kingdom	UK00918004465	May 11, 2019
ZAP IT!	Spain	M3750069	June 20, 2019
ZAP IT!	Italy	302019000002758	July 10, 2019
ZAP IT!	European Union	18004465	May 11, 2019

Schedule 2

Invention	Country	Patent/Design No.(App No.)	Issue Date (Filing Date)
HOSE	United States of America	(29/751071)	(September 18, 2020)
Hose Connector	European Union	008173967-0001	(September 18, 2020)
HOSE	Canada	(198267)	(September 18, 2020)
Hose Connector	China	(2020030559344.2)	(September 18, 2020)