

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI350221

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
HANDY BUTTON MACHINE COMPANY			08/17/2023
RECEIVING PARTY DATA			
Company Name:	HL HOME FURNISHINGS, INC.		
Street Address:	2867 Surveyor St.		
City:	Pomona		
State/Country:	CALIFORNIA		
Postal Code:	91768		
PROPERTY NUMBERS Total: 4			
Property Type	Number		
Application Number:	16539592		
Application Number:	13796380		
Application Number:	29563055		
Application Number:	17495321		
CORRESPONDENCE DATA			
Fax Number:	3124770448		
<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:	(312)474-6833		
Email:	docket@marshallip.com		
Correspondent Name:	Marshall Gerstein & Borun LLP		
Address Line 1:	233 South Wacker Drive		
Address Line 2:	6300 Willis Tower		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	33930/53314A		
NAME OF SUBMITTER:	Amelia Grady		
SIGNATURE:	Amelia Grady		
DATE SIGNED:	07/09/2024		
Total Attachments: 4			
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Patent Assignment Agreement

This Patent Assignment Agreement (“**Patent Assignment**”) dated August 17, 2023 (the “**Closing Date**”) is made by Handy Button Machine Co., a Delaware corporation (the “**Seller**”), in favor of HL Home Furnishings, Inc., a Delaware corporation (the “**Purchaser**”). A term that has its initial letter or initial letters capitalized that is used but not defined in this Patent Assignment has the meaning given that term in the Asset Purchase Agreement (defined below).

Background

A. Seller, the Beneficial Owner, and Purchaser have entered into an Asset Purchase Agreement dated the Closing Date (the “**Asset Purchase Agreement**”) under which Purchaser is acquiring certain of Seller’s assets relating to Seller’s Handy Living division.

B. Under the Asset Purchase Agreement, as of the Closing Date, Seller has conveyed, transferred, and assigned to Purchaser, among other assets, certain intellectual property of Seller. In connection with consummating the transactions under the Asset Purchase Agreement, Seller has also agreed to sign and deliver this Patent Assignment for recording with governmental authorities, including the U.S. Patent and Trademark Office (“**USPTO**”).

Accordingly, the parties hereby agree as follows:

1. Assignment. In consideration for consummating the transactions contemplated by the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, effective as of the Closing Date, Seller hereby irrevocably and unconditionally conveys, transfers, and assigns to Purchaser, and Purchaser hereby accepts, Seller’s entire right, title, and interest, throughout the world, in and to the following (the “**Assigned Patent Rights**”):

(a) (i) the patents and patent applications set forth on the attached Schedule 1; (ii) all patents that issue from those patent applications; (iii) all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals, of any patent or patent application described in the preceding subclauses (i) and (ii); (iv) any patents or patent applications from which anything described in subclauses (i) through (iii) claim priority or that claim priority from any of them; (v) all inventions disclosed and claimed in anything described in the preceding subclauses (i) through (iv); and (vi) all issuances, divisionals, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals of any patents and patent applications arising from anything described in the preceding subclauses (i) through (v)

(b) all rights of any kind accruing under any of the Assigned Patent Rights provided by all applicable law of any jurisdiction anywhere in the world and by all international treaties and conventions throughout the world;

(c) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable arising from or relating to anything described in the preceding clauses (a) and (b); and

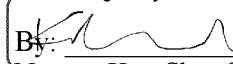
(d) all claims and causes of action arising from or relating to anything described in the preceding clauses (a) through (c), whether accruing before, on, or after the Closing Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, 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. No Reversion. Seller acknowledges that Purchaser's acquisition of the Assigned Patent Rights in accordance with the Purchase Agreement is irrevocable and that Seller has no right to seek or obtain rescission of this Patent Assignment or reversion of the Assigned Patent Rights to Seller.
3. Recording and Further Actions. Seller hereby authorizes the Commissioner for Patents of the USPTO and any other governmental officials anywhere in the world to record and register this Patent Assignment upon request by Purchaser. At all times after the Closing Date, without limiting Seller's obligations under Asset Purchase Agreement Section 7.19, Seller shall take all lawful actions (including the signing and delivery of any documents, files, registrations, or other similar items) to ensure that the Assigned Patent Rights are properly assigned to Purchaser, or any assignee or successor to Purchaser.
4. Terms of the Asset Purchase Agreement. This Patent Assignment is intended only to evidence the consummation of the Seller's transfer, conveyance, and assignment to Purchaser of the Assigned Patent Rights as contemplated by the Asset Purchase Agreement. Accordingly, this Patent Assignment does not, in any way, affect any aspect of the Asset Purchase Agreement. If this Patent Assignment conflicts in any way with the Asset Purchase Agreement, then the Asset Purchase Agreement governs.
5. Counterparts. The parties may sign this Patent Assignment in multiple counterparts. Each signed counterpart is considered an original document, but all signed counterparts — when taken together — constitute one original document. A party may effectively deliver that party's signed counterpart of this Patent Assignment by facsimile or by e-mail of a non-editable PDF copy.
6. Successors and Assigns. Subject to Asset Purchase Agreement Section 7.15, this Patent Assignment binds and benefits the parties and their respective successors and assigns.
7. Governing Law. United States law and Delaware law (without regard to its or any other jurisdiction's conflict-of-laws principles) exclusively govern any matter arising from or relating to this Patent Assignment and the transactions contemplated by it.

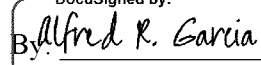
*****Signature Page Follows*****

The Seller and Purchaser have signed and delivered this Patent Assignment Agreement as of the Closing Date.

Handy Button Machine Co.

DocuSigned by:
By: 
Name: Ken Shonfeld
Title: Chief Executive Officer

HL Home Furnishings, Inc.

DocuSigned by:
By: 
Name: Alfred R. Garcia
Title: Chief Executive Officer

SCHEDULE 1 OF PATENT ASSIGNMENT AGREEMENT
ASSIGNED PATENTS AND PATENT APPLICATIONS

A. PATENTS

Country	Patent Number	Filing Date	Title
US	11,215,211-B2	2022-01-04	Ready to Assemble Mattress Foundations
US	D813,572-S	2018-03-27	Slip cover for ready-to-assemble sofa
US	8,713,726-B1	2014-05-06	Pivoting hinge for no-tool assembly of a convertible sofa [HL]

B. PATENT APPLICATIONS

Country	Application No.	Publication No.	Filing Date	Title
US	17/495,321	2022/0104624	2021-10-06	Sleeper Flip Furniture