

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI541160

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Devine Innovations, Inc.	08/01/2024
Cushion by Design, Inc.	08/01/2024
RECEIVING PARTY DATA	
Company Name:	Kushion Kompany L.L.C.
Street Address:	3627 Northrup Street
City:	Lupton City
State/Country:	TENNESSEE
Postal Code:	37351
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8337980
Patent Number:	8426016
CORRESPONDENCE DATA	
Fax Number:	4235081288
<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:	(423)757-0288
Email:	mnapoleon@chamblisslaw.com
Correspondent Name:	Drew M. Ellis
Address Line 1:	605 Chestnut Street, Suite 1700
Address Line 4:	Chattanooga, TENNESSEE 37450
ATTORNEY DOCKET NUMBER:	32016_00 / 24001
NAME OF SUBMITTER:	MELISSA NAPOLEON
SIGNATURE:	MELISSA NAPOLEON
DATE SIGNED:	10/03/2024
Total Attachments: 3	
source=Bill of Sale 4872-5749-3484 v.1#page1.tiff	
source=Bill of Sale 4872-5749-3484 v.1#page2.tiff	
source=Bill of Sale 4872-5749-3484 v.1#page3.tiff	

BILL OF SALE

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, **Cushion by Design, Inc., a Georgia corporation** and **Devine Innovations, Inc., a Georgia corporation** (collectively, the "**Seller**"), hereby bargains, sells, conveys, and transfers to **Kushion Kompany L.L.C., a Tennessee limited liability company** ("**Purchaser**"), all of Seller's right, title, and interest in and to those certain items of personal property, including all of Seller's equipment and machinery (collectively, the "**Personal Property**") and intellectual property, including patents, the Peachy Clean and other customer accounts, Peachy Clean trademark, Peachy Clean web domains, and trade secrets (collectively, the "**Intellectual Property**," and together with the Personal Property, the "**Property**") held in connection with that certain business operating in the State of Georgia, as more particularly described on Schedule A attached hereto and made a part hereof.

Except as to the good working order of the Property, and the Property's fitness for the particular purpose intended, unless expressly provided in the Property Purchase Agreement or this Bill of Sale, Seller has not made and does not make any express or implied warranty or representation with respect to the Property. The Purchaser accepts the Property subject to the representations and warranties provided by Seller.

Notwithstanding the foregoing or anything to the contrary in this Bill of Sale, Seller represents and warrants to Purchaser that (i) Seller is the sole owner of and has good and marketable title to the Property, free and clear of all liens, encumbrances, claims and demands; (ii) Seller has not previously sold or assigned the Property to any other party; and (iii) Seller will freely and fully warrant and defend the Property against the lawful claims of any person claiming by, through or under the Seller in perpetuity. These representations and warranties shall survive closing and delivery of this Bill of Sale.

Seller agrees to execute, acknowledge (where appropriate), and deliver individual bills of sale for the Property or such other or further instruments of transfer or sale as Purchaser may reasonably require to confirm the foregoing, or as may be otherwise reasonably requested by Purchaser to carry out the intent and purposes of this Bill of Sale. This Bill of Sale incorporates by reference all of the terms of the Equipment Purchase Agreement dated August 1 2024, by and between Seller and buyer, to transfer the Goods, as fully defined herein, including but not limited to Seller's representations, warranties, covenants, and agreements relating to the Property, as if each term was fully set forth herein. In the event of conflict between the terms of the Agreement and the terms of this Bill of Sale, the terms of the Agreement shall govern and control. This provision shall survive the closing and delivery of this Bill of Sale.

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[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, Seller has caused this instrument to be executed and delivered as of this 1st day of August, 2024.

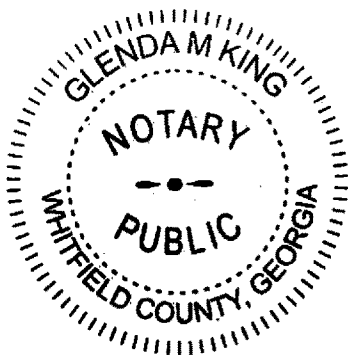
SELLER:

CUSHION BY DESIGN, INC

By: Deborah Hubbs
Name: Deborah Hubbs
Title: Secretary

DEVINE INNOVATIONS, INC

By: Deborah Hubbs
Name: Deborah Hubbs
Title: Secretary



Glenda M. King

*My Commission Expires
March 5th, 2025*

SCHEDULE A
TO BILL OF SALE

Certain Personal Property and Intellectual Property as more particularly described below:

Equipment and Tools	Serial Number
Applicator 1	G1964
Applicator 2	R2024
48" Applicator	KK48
60" Applicator	KK60
Edge Vertical Bandsaw	1264
Edge Horizontal Bandsaw	3124
Air Compressor	S1733000742
L Sealer / Shrink Wrapper	A 880
Mitsubishi Fork Lift	AF81B-53418
Blue Die Cutter	B1988
Grey Die Cutter	1800352
Cloth Saw	36150270
Large Scale	WSI-9000
Small Scale	ps2014080240
Small Scale	Hc150001xg
Tropic Seas Spas Lanai 531L	1833295
Miscellaneous Tools & Equipment	

Intellectual Property	Serial Number or Other Identifier
Patent	Patent No. US 8,337,980 issued 12/25/2012
Patent	Patent No. US 8,426,016 issued 4/23/2013
Peachy Clean Trademark	Registration No. 4314868
Peachy Clean Trademark	Registration No. 4360672
Sil-Cush Trademark	Registration No. 3877286
getpeachyclean.com	Web domain
Peachyclean.com	Web domain
Silcush.com	Web domain
Amazon ASIN – Peachy Clean Scrubber	B01AS83DCA
Amazon ASIN - Peachy Clean Gourmet Scrubber	B00LAGQL3S
Amazon ASIN - Peachy Clean Cooktop Scrubber	B01A5WYZIU
Amazon ASIN - Peachy Clean Fragrance Free Scrubber	B07RRZ9WGT
Amazon ASIN - Peachy Clean Fruit & Vegetable Scrubber	B01AVT86V4

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