

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499819

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HHG Global Designs LLC		11/08/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HHG IPCo, LLC		
Street Address:	1411 Broadway, Fourth Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 56			
Property Type	Number	Word Mark	
Serial Number:	86661298	AMERICAN NOUVEAU	
Serial Number:	76295839	CHANGEABLES	
Serial Number:	75484928	COLOR CAFE	
Serial Number:	86720065	ELEMENTS & ORIGINS	
Serial Number:	86038000	MARKETPLACE BY THOMASVILLE	
Serial Number:	76269103	RENOVATIONS	
Serial Number:	85226342	SPECIAL ADDITIONS	
Serial Number:	77871950	STYLE@WORK BY THOMASVILLE	
Serial Number:	85129949	THOMASVILLE	
Serial Number:	78718083	THOMASVILLE	
Serial Number:	86104431	THOMASVILLE	
Serial Number:	85129991	THOMASVILLE	
Serial Number:	78718085	THOMASVILLE	
Serial Number:	73216776	THOMASVILLE	
Serial Number:	85241661	THOMASVILLE	
Serial Number:	88079947	THOMASVILLE & CO.	
Serial Number:	87460968	THOMASVILLE BEDROOM WORKS	
Serial Number:	87460909	THOMASVILLE BEDROOM WORKS	
Serial Number:	87460982	THOMASVILLE BEDROOM WORKS	
TRADEMARK			

OP \$1415.00 86661298

Property Type	Number	Word Mark
Serial Number:	87460953	THOMASVILLE BEDROOM WORKS
Serial Number:	76071441	THOMASVILLE CABINETS
Serial Number:	87592149	THOMASVILLE EST. NINETEEN HUNDRED FOUR S
Serial Number:	78718079	THOMASVILLE FLOORING
Serial Number:	87186411	THOMASVILLE LEATHER WORKS
Serial Number:	78718087	THOMASVILLE LIGHTING
Serial Number:	86832253	THOMASVILLE MARKETPLACE
Serial Number:	86871367	THOMASVILLE MARKETPLACE
Serial Number:	87942987	THOMASVILLE MOTION WORKS
Serial Number:	87943683	THOMASVILLE MOTION WORKS
Serial Number:	87157240	THOMASVILLE PILLOW PLUSH
Serial Number:	85129968	THOMASVILLE
Serial Number:	85389687	VIA THOMASVILLE
Serial Number:	85204679	VIA THOMASVILLE
Serial Number:	75437181	WORKSTYLES
Serial Number:	87590443	STUDIO 1904
Serial Number:	87234418	STYLE@WORK
Serial Number:	87753401	THOMASVILLE MARKETPLACE
Serial Number:	87753667	THOMASVILLE MARKETPLACE
Serial Number:	72350264	CIRCA
Serial Number:	72350262	FOLIO
Serial Number:	78312322	HENREDON
Serial Number:	77861573	HENREDON
Serial Number:	73012845	DREXEL
Serial Number:	72386135	DREXEL
Serial Number:	85396821	DREXEL HERITAGE
Serial Number:	87444078	DREXEL
Serial Number:	87343349	STUDIO EIGHTEEN
Serial Number:	87343364	STUDIO NINETEEN
Serial Number:	87342573	STUDIO SEVENTEEN
Serial Number:	87343378	STUDIO TWENTY-ONE
Serial Number:	87430118	DREXEL
Serial Number:	87430134	DREXEL
Serial Number:	87430264	DREXEL
Serial Number:	87430277	DREXEL
Serial Number:	87430290	DREXEL
Serial Number:	87430309	DREXEL

CORRESPONDENCE DATA**Fax Number:**

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: 6464909839
Email: trademark@abg-nyc.com
Correspondent Name: Bridgette Fitzpatrick
Address Line 1: 1411 Broadway, Fourth Floor
Address Line 4: New York, NEW YORK 10018

NAME OF SUBMITTER:	Bridgette Fitzpatrick
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SIGNATURE:	/Bridgette Fitzpatrick/
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DATE SIGNED:	11/28/2018
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Total Attachments: 10

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made as of this 8th day of November, 2018, by and among HERITAGE HOME GROUP LLC, a Delaware limited liability company ("HHG"), and HHG GLOBAL DESIGNS LLC, a Delaware limited liability company ("HHG-GD") and together with HHG, collectively, the "Assignors") and HHG IPCo, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement (as hereinafter defined).

WHEREAS, Assignors and Assignee have executed and delivered an Asset Purchase Agreement, dated as of August 30, 2018 (the "Asset Purchase Agreement"), pursuant to which Assignee will purchase the Acquired Assets of Assignors, including Intellectual Property Assets and associated goodwill, which includes the United States registered trademarks listed on Schedule A hereto (the "Transferred Marks") and the goodwill associated therewith.

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. On the terms and subject to the conditions set forth in the Asset Purchase Agreement, Assignors hereby sell, convey, transfer, assign, and deliver to Assignee all right, title, and interest of Assignors 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 Assignors if this assignment had not been made, together with all income, royalties, or payments due or payable as of 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. Further Assurances. Assignors shall, without further consideration, comply with any reasonable request by Assignee to execute and deliver promptly any additional documents as may be necessary in order to give effect to the assignment reflected herein. Such additional documents shall be effective as of the date hereof, if applicable, and may include, without limitation, additional assignment documents required by the United States Patent and Trademark Office; agreed amendments to Schedule A to correct any inaccuracies or misstatements therein; any other documents necessary to further clarify or confirm the assignment and conveyance of the Transferred Marks; and any and all affidavits, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required in connection with: (a) preparation and prosecution of any application for registration or renewal of a registration covering any of the Transferred Marks; (b) prosecution or defense of any cancellation, opposition, infringement, or other proceedings that may arise in connection with

any of the Transferred Marks, including without limitation, testifying as to any facts relating to the Transferred Marks and this Agreement; and (c) obtaining any additional trademark protection for the Transferred Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, in each case at Assignee's cost and expense.

3. No Use of Transferred Marks by Assignors. Assignors, for themselves and on behalf of Assignors' 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.

4. 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.

5. 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.

6. Governing Law.

(a) This Agreement will be governed by and construed in accordance with 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 BANKRUPTCY COURT AND, TO THE EXTENT THE BANKRUPTCY COURT DOES NOT HAVE OR DOES NOT ACCEPT JURISDICTION TO ADJUDICATE SUCH MATTER MAY 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.

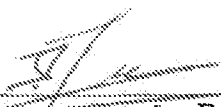
(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING 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 5(c).

[Signature page follows]

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

ASSIGNEE:

HHG IPCO, LLC

By: 
Name: Jay Dubiner
Title: General Counsel

ASSIGNORS:
HERITAGE HOME GROUP LLC

By: _____
Name:
Title:

HHG GLOBAL DESIGNS LLC

By: _____
Name:
Title:

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

ASSIGNEE:

HHG IPCO, LLC

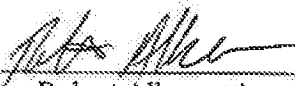
By: _____
Name:
Title:

ASSIGNORS:

HERITAGE HOME GROUP LLC

By:  _____
Name: Robert Albergotti
Title: Chief Restructuring Officer

HHG GLOBAL DESIGNS LLC

By:  _____
Name: Robert Albergotti
Title: Chief Restructuring Officer

SCHEDULE A

01:23816686.1

TRADEMARK
REEL: 006489 FRAME: 0596

TRADEMARK	APPLICATION NO	REGISTRATION NO	INT. CLASSES	TRADEMARK STATUS
AMERICAN NOUVEAU	86661298	5317529	20	Registered
CHANGEABLES	76295839	2644391	20	Registered
COLOR CAFE	75484928	2449564	20	Registered
elements & origins	86720065	5074562	20	Registered
MARKETPLACE BY THOMASVILLE	86038000	4998589	20, 27	Registered
RENOVATIONS	76269103	2782526	20	Registered
SPECIAL ADDITIONS	85226342	4092244	20, 27	Registered
STYLE@WORK BY THOMASVILLE	77871950	3898025	20	Registered
THOMASVILLE	85129949	4165204	2, 3, 19	Registered
THOMASVILLE	78718083	3141738	20	Registered
THOMASVILLE	86104431	4679753	20, 24	Registered
THOMASVILLE	85129991	4018367	20	Registered
THOMASVILLE	78718085	3141739	11	Registered
THOMASVILLE	73216776	1151730	20	Registered
THOMASVILLE	85241661	4025821	27	Registered
THOMASVILLE & CO. Stylized	88079947		35	Pending

THOMASVILLE BEDROOM WORKS	87460968	5515109	20	Registered
THOMASVILLE BEDROOM WORKS	87460909	5515107	20	Registered
THOMASVILLE BEDROOM WORKS	87460982	5520768	40	Registered
THOMASVILLE BEDROOM WORKS	87460953	5515108	40	Registered
THOMASVILLE CABINTRY	76071441	2555117	20	Registered
THOMASVILLE EST. NINETEEN HUNDRED FOUR STUDIO 1904 Logo	87592149		20	Pending
THOMASVILLE FLOORING	78718079	3437841	19	Registered
THOMASVILLE LEATHERWORKS	87186411	5583280	40	Registered
THOMASVILLE LIGHTING	78718087	3141740	11	Registered
THOMASVILLE MARKETPLACE	86832253	5048289	20	Registered
THOMASVILLE MARKETPLACE	86871367	5053267	27	Registered
THOMASVILLE MOTION WORKS	87942987		20	Pending

THOMASVILLE MOTION WORKS Stylized	87943683		20	Pending
THOMASVILLE PILLOW PLUSH	87157240	5313155	20	Registered
THOMASVILLE Stylized	85129968	4165205	2, 3	Registered
VIA THOMASVILLE	85389687	4466841	20	Registered
VIA THOMASVILLE	85204679	4429143	20	Registered
WORKSTYLES	75437181	2273834	20	Registered
STUDIO 1904	87590443		20	Pending
STYLE@WORK	87234418		20	Pending
THOMASVILLE MARKETPLACE	87753401		11	Pending
THOMASVILLE MARKETPLACE	87753667		16	Pending
CIRCA	72350264	917662	20	Registered
FOLIO	72350262	908590	20	Registered
HENREDON	78312322	2893518	20	Registered
HENREDON Stylized	77861573	3806725	20	Registered
DREXEL	73012845	1022715	25	Registered
DREXEL	72386135	962559	20	Registered
DREXEL HERITAGE	85396821	4258620	11, 20	Registered
DREXEL Stylized	87444078	5373692	20	Registered
STUDIO EIGHTEEN	87343349		20	Pending

STUDIO NINETEEN	87343364		20	Pending
STUDIO SEVENTEEN	87342573		20	Pending
STUDIO TWENTY- ONE	87343378		20	Pending
DREXEL	87430118		11	Pending
DREXEL	87430134		16	Pending
DREXEL	87430264		27	Pending
DREXEL Stylized	87430277		11	Pending
DREXEL Stylized	87430290		16	Pending
DREXEL Stylized	87430309		27	Pending