TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM543721

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly Execution Date		Entity Type
Fine Furniture Limited		10/02/2019 Company: VIRGIN ISLA BRITISH	

RECEIVING PARTY DATA

Name:	J. Michael & Co. LLC		
Street Address: 2840 Keller Springs Road #1101			
City: Carrollton			
State/Country: TEXAS			
Postal Code: 75006			
Entity Type: Limited Liability Company: DELAWARE			

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	2620718	LM FLOORING	

CORRESPONDENCE DATA

Fax Number: 2146614899

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: 214.953.6500

daltmdept@bakerbotts.com Email:

Cecily Porterfield, Baker Botts L.L.P. **Correspondent Name:**

2001 Ross Avenue Address Line 1:

Address Line 2: Suite 900

Address Line 4: Dallas, TEXAS 75201-2900

ATTORNEY DOCKET NUMBER:	081005.0306
NAME OF SUBMITTER:	Cecily Porterfield
SIGNATURE:	/Cecily Porterfield/
DATE SIGNED:	10/03/2019

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment is effective as of the 8th day of July, 2019 ("<u>Effective Date</u>") by and between **FINE FURNITURE LIMITED**, a British Virgin Islands company, with an address of P.O. Box 957, Road Town, Tortola, British Virgin Islands ("<u>Assignor</u>") and **J. MICHAEL & Co. LLC**, a Delaware limited liability company having a business mailing address at 2840 Keller Springs Road #1101, Carrollton, Texas 75006, United States of America ("<u>Assignee</u>");

WHEREAS, Assignor is the owner of all right, title and interest in and to the name, mark, trademark, service mark, and logo, set forth on the attached "<u>Exhibit A</u>," and in and to the related registration therefor as shown on the attached <u>Exhibit A</u>, together with the goodwill of the business symbolized thereby and associated therewith (hereinafter, collectively the "<u>Mark</u>");

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to acquire all right, title and interest in and to the Mark, including, but not limited to, the related registration therefor, together with the goodwill of the business symbolized by the Mark throughout the world;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which each party hereby acknowledges and confirms, intending to be legally bound hereby, the parties agree as follows:

- 1. Assignor hereby assigns, transfers, grants, sets over and conveys to Assignee, its successors and assigns, without reservation of any rights, title or interest, all of Assignor's worldwide and/or universal rights, title, and interest in and to the Mark, including, but not limited to, the related registrations therefor, the use of the Mark in commerce, together with the goodwill of the business symbolized by the Mark throughout the world, the same to be held and enjoyed by Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, subsidiaries, affiliates or other legal representatives, as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including, but not limited to, all common law rights of Assignor in the Mark. Assignor further assigns to Assignee the right to sue and recover damages, profits, payments, costs and/or attorneys' fees for claims of infringement, unfair competition, likelihood of confusion and/or dilution of the Mark, if any, arising before the Effective Date of this Assignment.
- 2. Assignor shall provide any further assistance necessary to effect the assignment of all rights, title and interest in and to the Mark to Assignee, including, but not limited to, the execution of any further documents and instruments, and take such other actions as may be necessary or reasonably requested by Assignee to document the aforesaid assignment and transfer to Assignee or to enable Assignee to secure, register, maintain, enforce and otherwise fully protect its rights in and to the Mark, all without further consideration.
- 3. Each party hereby represents that its undersigned representative is authorized and legally competent to execute this Assignment as a binding and enforceable agreement. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A facsimile, .pdf or digital signature shall be deemed an original. The WHEREAS clauses of this Assignment are incorporated into and considered a part of this Agreement for all purposes, including when construing the effect of its provisions and the intent of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives, where applicable, as of the Effective Date.

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J. MICHAEL & CO. LLC (Assignee)	FINE FURNITURE LIMITED (Assignor)		
By:	By: <u>211, l~/</u> (
Jeff Steed	preent on		
Chief Financial Officer	Michael Moh		
Date:	Date: October 2, 2019		

J. MICHAEL & CO. LLC (Assignee)		FINE FURNITURE LIMITED (Assignor)		
	of Steed	By:		
Ch	ief Financial Officer			
Date:	October 2, 2019	Date		

EXHIBIT A

Trademark	Country	Serial/ Registration Number	Filing /Registration Date	Owner	Status
LM FLOORING	United States	76275578 2620718	June 22, 2001 September 17, 2002	Fine Furniture Limited	Registered

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RECORDED: 10/03/2019