

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
-----------------------	--

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mr. Shawn Nelson		02/20/2002	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA	
Name:	THE LOVESAC CORPORATION
Street Address:	155 North 400 West
Internal Address:	Suite 520
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84105
Entity Type:	CORPORATION: UTAH

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2659121	LOVESAC

CORRESPONDENCE DATA	
Fax Number:	(801)328-1707
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	801.533.9800
Email:	ddellenbach@wnlaw.com
Correspondent Name:	David B. Dellenbach
Address Line 1:	60 East South Temple
Address Line 2:	1000 Eagle Gate Tower
Address Line 4:	Salt Lake City, UTAH 84111

ATTORNEY DOCKET NUMBER:	LOVESAC
-------------------------	---------

NAME OF SUBMITTER:	Peggy Shock
--------------------	-------------

Total Attachments: 2
source=lovesac assignment#page1.tif
source=lovesac assignment#page2.tif

OP \$40.00 2659121

Trademark Assignment

This Agreement is by and between Shawn Nelson, of 2041 East 3300 South, #5733, Salt Lake City, Utah 84109 ("Assignor") and The LoveSac Corporation, a Utah corporation ("Assignee").

WHEREAS, Assignor, has adopted and is using the mark "LOVESAC" (the "Trademark") for which he has filed application in the United States Patent and Trademark Office for registration, Serial No. 76360800; and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademark.

NOW, THEREFORE, the parties agree as follows:

1. **Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest, including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights, in and to the Trademark.
2. **Consideration.** In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$100.00, payable on the date of execution of this Agreement.
3. **Entire Agreement.** This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.
4. **Amendment.** This Agreement may be amended only by a writing signed by both parties.
5. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
6. **Agreement to Perform Necessary Acts.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
7. **Governing Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Utah.

Date: February 20, 2002.

ASSIGNEE:

THE LOVESAC CORPORATION

ASSIGNOR:



By: Shawn D. Nelson
Title: President



Shawn Nelson, Individually

[Signature Page to Trademark Assignment]