

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320455

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Garage Envy, Inc.		04/30/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Closet World, Inc.		
Street Address:	3860 Capitol Ave		
City:	Whittier		
State/Country:	CALIFORNIA		
Postal Code:	90601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3009190	GARAGE ENVY	
Registration Number:	3452154	MASTER THE MESS	
Registration Number:	4285398	STORAGE ENVY HOME + BUSINESS ORGANIZATIO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	310-552-0130		
Email:	wwlew@rkmc.com		
Correspondent Name:	Wesley W. Lew		
Address Line 1:	2049 Century Park E., Suite 3400		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Wesley W. Lew		
SIGNATURE:	/Wesley W. Lew/		
DATE SIGNED:	10/17/2014		
Total Attachments: 4			
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OP \$90.00 3009190

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this “**Assignment**”) is entered into effective as of April 30, 2014, the closing date of the Asset Purchase Agreement (the “**Asset Purchase Agreement**”), by and among **Garage Envy, Inc.**, a California corporation (“**Assignor**”), Scott Siler, Jaime Diethofer and **Closet World, Inc.**, a Delaware corporation (“**Assignee**”), with respect to the following facts:

A. Assignor is the owner of the trademarks set forth on **Exhibit A** attached hereto, as the same may or may not be registered with the U.S. Patent and Trademark Office as noted on such **Exhibit A** (collectively, the “**Trademarks**”).

B. Pursuant to the Asset Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor’s right, title and interest in and to the Trademarks, together with the goodwill of the business so symbolized by the Trademarks, on the terms and conditions set forth therein.

C. As soon as practicable after the date hereof, Assignor will file this Assignment with the U.S. Patent and Trademark Office to effect the transfer of the Trademarks listed on **Exhibit A**.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Assignor hereby assigns, sells, transfers and conveys to Assignee all of Assignor’s right, title and interest in and to the Trademarks throughout the world, including all trademark applications and registrations therefor, all common law rights, foreign rights and rights provided by any international conventions or treaties related to the Trademarks, including all words and/or designs comprising the Trademarks, together with the goodwill of the business symbolized by the Trademarks, as well as the right to sue and to collect all damages and payments for claims of future infringement or misappropriation thereof in the sole name of Assignee. Assignor represents and warrants to Assignee that it has not entered into any assignment, contract or understanding in conflict herewith. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks in the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of the rights, titles and interests in, to and under the Trademarks granted by Assignor herein, and to deliver to Assignee, and to Assignee’s attorneys, agents, successors and assigns, all official documents and communications as may be warranted by this Assignment.

2. **Further Assurances.** Assignor agrees to cooperate with Assignee and execute such assignments and other documents as may reasonably be requested by Assignee, without any further consideration, in order to evidence or effectuate the assignment of the Trademarks as provided in this Assignment.

3. **Miscellaneous.** This Assignment shall be deemed to have been made in, and shall be construed pursuant to, the federal laws of the United States and the laws of the State of California without regard to the conflict of laws provisions thereof. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction or arbitrator to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment is binding on and shall inure to the benefit of the respective successors and assigns of the parties. This Assignment constitutes the complete and exclusive statement of the mutual understanding of the parties relating the subject matter hereof and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered by their respective duly authorized officers as of the date first set forth above.

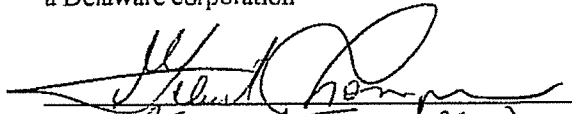
Garage Envy, Inc.,
a California corporation



By: SCOTT SILER

Title: FOUNDER

Closet World, Inc.,
a Delaware corporation




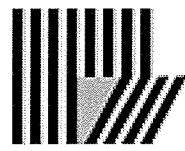
By: GERARD A. THOMPSON

Title: CEO

EXHIBIT A
TRADEMARKS

<u>Registered Trademark</u>	
<u>Registration Number</u>	<u>Trademark</u>
3,009,190	GARAGE ENVY
3,452,154	MASTER THE MESS
4,285,398	STORAGE ENVY HOME + BUSINESS ORGANIZATION SOLUTIONS

<u>Non-Registered Trademarks</u>
LOVE YOUR GARAGE
LOVE YOUR HOME
GE CONSTRUCTION SERVICES
the following two logos:  <i>Love Your Garage</i> ™



STORAGE ENVY™

Love Your Home™