

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Energy, Inc.		02/27/2015	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Hillsdale Furniture LLC		
Street Address:	3901 Bishop Lane		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40128		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2777887	SENSA	
Registration Number:	3846503	NE KIDS	
Registration Number:	3810292	NE KIDS	
Registration Number:	3496571	SENSA RESERVE	
Registration Number:	2139764	SENSA	
Registration Number:	1749100	NEW ENERGY	
CORRESPONDENCE DATA			
Fax Number:	2123362222		
<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:	2123362863		
Email:	IPDOCKETING@PBWT.COM		
Correspondent Name:	Jonah Rizzo-Bleichman, Esq.		
Address Line 1:	Patterson Belknap Webb & Tyler LLP		
Address Line 2:	1133 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	H3255-1(J.RIZZO-BLEICHMAN)		
NAME OF SUBMITTER:	Jonah Rizzo-Bleichman		
SIGNATURE:	/Jonah Rizzo-Bleichman/		
DATE SIGNED:	03/11/2015		

OP \$165.00 2777887

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of February 27, 2015 (the "Effective Date"), by and between NEW ENERGY, INC., a Virginia corporation ("Assignor"), and HILLSDALE FURNITURE, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement (as hereinafter defined).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of even date herewith, by and among Assignor, Donald Mullendore, and Assignee, pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase, certain assets of Assignor;

WHEREAS, Assignor is the exclusive owner of all right, title and interest in and to the Intellectual Property Assets, including, without limitation, the Intellectual Property Assets set forth on Section 4.11 of the Disclosure Schedules; and

WHEREAS, pursuant to the Purchase Agreement, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, all of Assignor's right, title and interest in and to the Intellectual Property Assets and the Intellectual Property Agreements included in the Assigned Contracts.

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

1. Assignment. Effective as of the Effective Date, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Encumbrances (other than Permitted Encumbrances), and Assignee accepts, all of Assignor's right, title and interest, including, without limitation, all Intellectual Property rights, in and to the Intellectual Property Assets and the Intellectual Property Agreements included in the Assigned Contracts, all rights to collect royalties, products and proceeds in connection therewith, all rights to sue and bring claims for past, present and future infringement and misappropriation or other violation thereof, and all rights to recover damages (including attorneys' fees) in connection therewith, all goodwill of the business associated with and symbolized thereby, together with right to file for and own any and all applications for registration, registrations, renewals and extensions of registrations for the Intellectual Property Assets that may be secured under any applicable law now or hereafter in effect, and all rights corresponding to the foregoing that may exist in any jurisdiction throughout the world.

2. Delivery. After the Closing, promptly upon Assignee's request, Assignor shall deliver to Assignee the following:

(a) All textual content and code of the websites that constitute Intellectual Property Assets (including, without limitation, the websites listed in Section 4.11(a) of the Disclosure Schedules), in native form, e.g., HTML, CSS, JSON, CSV, or other mutually agreed formats.

(b) All graphic and visual content of the websites that constitute Intellectual Property Assets (including, without limitation, the websites listed in Section 4.11(a) of the Disclosure Schedules), delivered in their native form in mutually agreed formats and in a logically structured file system that correctly maps to any and all pointers in the website database export.

3. Recordation. Assignor hereby requests and authorizes the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Intellectual Property Assets that are (i) trademarks or service marks, (ii) patents, patent applications or other related registrations or (iii) other Intellectual Property Registrations that are registered at, or for which registration has been applied for at, the United States Patent and Trademark Office or such foreign agencies, including, without limitation, the trademarks, service marks and patents that are listed on Exhibit A hereto.

4. Further Assurances. In accordance with the Purchase Agreement, upon the request of Assignee, Assignor will execute all reasonably necessary documents, papers, forms and authorizations identified by Assignee, and take such other actions as are reasonably necessary to effectuate the transfer of ownership and control of:

(a) all domain names included in the Intellectual Property Assets ("Domain Names"), including, without limitation, the domain names listed on Exhibit B hereto, to Assignee in a manner that enables Assignee to register the Domain Names with the domain name registry of Assignee's choosing. For purposes of the preceding sentence, the Domain Names will be deemed transferred when: (i) Assignee's registrar has confirmed the transfer; (ii) the applicable WHOIS database identifies Assignee or Assignee's representative as the registrant of the Domain Names; and (iii) Assignee has administrative and technical access to the Domain Names and sole control over the locations to which the Domain Names refer visitors;

(b) all social media accounts included in the Intellectual Property Assets, including, without limitation, the social media accounts listed on Exhibit B, to Assignee in a manner that enables Assignee to access and manage such accounts and be recognized by the operator of such accounts as the owner of such accounts; and

(c) all trademarks, service marks, patents, patent applications and other Intellectual Property Registrations included in the Intellectual Property Assets, including, without limitation, the trademarks, service marks, patents and patent applications listed on Exhibit A hereto;

and the recordation of the transfer of ownership of such trademarks, service marks, patents, patent applications and other Intellectual Property Registrations with the United States Patent and Trademark Office and the corresponding entities or agencies in any applicable foreign countries.

5. Successors. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Counterparts. This Assignment may be executed in counterparts (including by means of facsimile or .pdf signature pages), any one of which need not contain the signatures

of more than one party, but all such counterparts taken together shall constitute one and the same agreement.

6. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial. Section 8.10 of the Purchase Agreement is incorporated in its entirety herein by reference.

[signature page follows]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers as of the Effective Date.

ASSIGNOR:

NEW ENERGY, INC.

By: 

Name: DONALD B. MULLENDORE

Title: CEO

ASSIGNEE:

HILLSDALE FURNITURE LLC

By: _____

Name: David A. Brill

Title: Chief Operating Officer

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers as of the Effective Date.

ASSIGNOR:

NEW ENERGY, INC.

By: _____
Name:
Title:

ASSIGNEE:

HILLSDALE FURNITURE LLC


By: 
Name: David A. Brill
Title: Chief Operating Officer

Exhibit A

Trademarks and service marks		
Serial Number	Registration Number	Word Mark
78144190	2777887	Sensa
77867377	3846503	NE Kids
77865734	3810292	NE Kids
77136063	3496571	Sensa Reserve
75169748	2139764	Sensa
74283759	1749100	New Energy