

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355159

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Restoration Hardware, Inc.		01/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	RH US, LLC		
Street Address:	15 Koch Road		
City:	Corte Madera		
State/Country:	CALIFORNIA		
Postal Code:	94925		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4719149	RH BABY & CHILD	
CORRESPONDENCE DATA			
Fax Number:	7029498376		
<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:	650-391-1380		
Email:	TRADEMARKS-LASVEGAS@LRRLAW.COM		
Correspondent Name:	Michael J. McCue, Lewis Roca Rothgerber		
Address Line 1:	3993 Howard Hughes Parkway		
Address Line 2:	Suite 600		
Address Line 4:	Las Vegas, NEVADA 89169		
ATTORNEY DOCKET NUMBER:	54066-00323/SVO		
NAME OF SUBMITTER:	Michael J. McCue		
SIGNATURE:	/Michael J. McCue/		
DATE SIGNED:	09/15/2015		
Total Attachments: 2			
source=Assignment Agreement - Reg. No. 4719149#page1.tif			
source=Assignment Agreement - Reg. No. 4719149#page2.tif			

CH \$40.00 4719149

ASSIGNMENT AGREEMENT

This **ASSIGNMENT AGREEMENT** ("**Assignment Agreement**") effective as of January 30, 2015 (the "**Effective Date**"), by and between Restoration Hardware, Inc., a Delaware corporation ("**Assignor**") and RH US, LLC, a Delaware limited liability company ("**Assignee**") (together the "**Parties**" and each individually a "**Party**").

WHEREAS, Assignor is the owner of U.S. Trademark Registration No. 4,719,149 for RH BABY & CHILD in Class 25, including any goodwill associated therewith, and all accrued and unaccrued claims for infringement or violation of any rights therein (the "**Assigned Intellectual Property**"); and

WHEREAS, Assignor wishes to assign to Assignee, a wholly owned subsidiary of Assignor, all right, title and interest in and to the Assigned Intellectual Property;

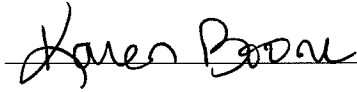
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:

- 1. Assignment of Intellectual Property.** As of the Effective Date, Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to all of the Assigned Intellectual Property.
- 2. Warranties and Representations.** Assignor hereby warrants and represents that: (a) at the time of execution of this Assignment, Assignor is and was the lawful owner of the entire right, title, and interest in and to the Assigned Intellectual Property; (b) Assignor has not entered into any assignment, contract or understanding in conflict herewith; (c) the Assigned Intellectual Property does not infringe any rights of any third party, and (d) there exists no valid claim or basis for challenging the enforceability or validity of the Assigned Intellectual Property.
- 3. Cooperation.** Assignor hereby covenants and agrees to assist and cooperate with Assignee such that Assignee may enjoy to the fullest extent all of the right, title, and interest conveyed herein. Assignor shall, at Assignee's request: (a) promptly execute all papers that are deemed necessary or desirable by Assignee to perfect the right, title and interest herein conveyed herein; (b) promptly execute all petitions, oaths, specifications, declarations and other papers that are deemed necessary or desirable by Assignee for filing or prosecuting of any the United States or foreign country applications for the protection of the Assigned Intellectual Property; and (c) promptly assist and cooperate in the prosecution of all legal proceedings involving the Assigned Intellectual Property, including, without limitation oppositions, cancellation proceedings, priority contests, public use proceedings, and court actions.
- 4. Assignment.** The terms, covenants and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns, and/or other legal representatives, and shall be binding upon Assignor, its heirs, legal representatives, and assigns.

IN WITNESS WHEREOF, the Parties have executed and delivered this instrument on the date set forth below, to be effective as of the Effective Date.

Assignor
Restoration Hardware, Inc.

Assignee
RH US, LLC

 _____

 _____

Name: Karen Boone

Name: Karen Boone

Title: Chief Financial Officer

Position: Chief Financial Officer