

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM374250

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ABBYSON CORPORATION		01/07/2016	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ABBYSON LIVING CORP.		
<b>Street Address:</b>	26500 WEST AGOURA ROAD #102-875		
<b>City:</b>	CALABASAS		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91302		
<b>Entity Type:</b>	CORPORATION: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4331124	ABBYSON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8053730051		
<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>			
<b>Phone:</b>	805-373-0060		
<b>Email:</b>	KKOOKER@KOPPELPAENT.COM		
<b>Correspondent Name:</b>	KOPPEL, PATRICK, HEBYL & PHILPOTT		
<b>Address Line 1:</b>	2815 TOWNSGATE ROAD		
<b>Address Line 2:</b>	SUITE 215		
<b>Address Line 4:</b>	WESTLAKE VILLAGE, CALIFORNIA 91361-5827		
<b>ATTORNEY DOCKET NUMBER:</b>	1027-47-008		
<b>NAME OF SUBMITTER:</b>	GREGORY Z. BOGER		
<b>SIGNATURE:</b>	/GREGORY Z. BOGER/		
<b>DATE SIGNED:</b>	02/23/2016		
<b>Total Attachments: 8</b>			
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**CONTRIBUTION AGREEMENT**

by and between

ABBYSON CORPORATION

and

ABBYSON LIVING CORP.

Dated as of January 7, 2016

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## CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this "Agreement") is dated as of January 7, 2016, by and between Abbyson Corporation, a California corporation ("Abbyson Corporation"), and Abbyson Living Corp., a Nevada corporation (the "Company"). Capitalized terms used herein have the respective meanings specified or referred to in Section 3.5.

### RECITALS

WHEREAS, Abbyson Corporation desires to contribute the assets set forth on Exhibit A (the "Contributed Assets"), to the Company in consideration for the assumption by the Company of all of the liabilities associated with the Contributed Assets, on the terms and subject to the conditions in this Agreement (the "Contribution");

WHEREAS, after the consummation of the Contribution (the "Closing"), the Company desires to contribute substantially all of its assets to Abbyson Living LLC (the "LLC") in consideration for (a) the issuance to the Company of seventeen thousand five hundred (17,500) newly issued Preferred Units and forty-six thousand six hundred forty-nine (46,649) newly issued Common Units comprising, in the aggregate, a 99% Percentage Interest (collectively, the "Membership Interests") in the LLC, and (b) the assumption by the LLC of all of the liabilities of the Company, on the terms and subject to the conditions in a separate contribution agreement by and between the Company and the LLC (collectively, the "Subsequent Contribution"); and

WHEREAS, after the consummation of the Subsequent Contribution, the Company intends to sell to Solace Abbyson Corp., a Delaware corporation ("Purchaser"), and Purchaser intends to purchase from the Company, seventeen thousand five hundred (17,500) Preferred Units and seventeen thousand five hundred (17,500) Common Units (the "Minority Interest Units"), pursuant to the terms of that certain Membership Interest Purchase Agreement, to be dated on or about January 22, 2016 (the "Purchase Agreement"), among Purchaser, the LLC, the Company, and the Abbyson Stockholders. The Contribution, the Subsequent Contribution, and the transactions contemplated pursuant to the Purchase Agreement are intended to constitute a related series of transactions.

NOW, THEREFORE, in consideration of the mutual benefits to be derived and the representations and warranties, conditions and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

### ARTICLE I CONTRIBUTION OF ASSETS; CLOSING

1.1 Contributed Assets. On the terms and subject to the conditions contained in this Agreement, effective upon the execution of this Agreement, as a contribution to capital, Abbyson Corporation hereby contributes, conveys, assigns, transfers and delivers, and the Company hereby accepts, all of Abbyson Corporation's right, title and interest in, to and under the Contributed Assets.

1.2 **Assumption of Liabilities.** On the terms and subject to the conditions contained in this Agreement, effective upon the execution of this Agreement, the Company hereby assumes and agrees to pay, perform and discharge when due all of the liabilities and obligations resulting from, arising out of, relating to, in respect of, in the nature of, or caused by the Contributed Assets. (the "Assumed Liabilities").

1.3 **Consideration.** In consideration for the Contribution and subject to the terms and conditions herein, the Company hereby assumes all of the Assumed Liabilities.

1.4 **Closing.**

(a) The Closing shall occur before the Subsequent Contribution and before the closing of the transactions contemplated by the Purchase Agreement.

(b) Prior to the Closing, the parties hereto are delivering to each other duly executed counterparts of the Contribution Documents.

## **ARTICLE II** **COVENANTS OF THE PARTIES**

2.1 **Further Assurances; Payments Post-Closing.**

(a) From time to time, as and when requested by any party hereto and at such party's expense, the other party hereto shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as the requesting party may reasonably deem necessary or desirable to more perfectly evidence and effectuate the transactions and covenants contemplated by this Agreement and the other Contribution Documents.

(b) After the Closing, Abbyson Corporation shall promptly transfer or deliver to the Company any payment, proceeds or property, any portion of which relates to any of the Contributed Assets, that Abbyson Corporation receives.

## **ARTICLE III** **MISCELLANEOUS**

3.1 **Entire Agreement.** This Agreement and the other Contribution Documents constitutes the entire agreement among the parties hereto with respect to the subject matter set forth herein and therein and supersedes all prior agreements and understandings, both written and oral, among the parties hereto with respect to such matters.

3.2 **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any of the parties hereto, in whole or in part (whether by operation of law or otherwise), without the prior written consent of the other party hereto.

3.3 **Third-Party Beneficiaries.** Purchaser is an express third party beneficiary of this Agreement, entitled to enforce the provisions of this Agreement directly as if it was a party to it. No other Person, other than Abbyson Corporation and the Company, is entitled to any benefits or rights under or with respect to this Agreement.

3.4 **Incorporated Provisions.** The following Sections of the Purchase Agreement apply to this Agreement as if incorporated in this Agreement, with appropriate adjustments to reflect the differences in parties and circumstances: 8.1 (Amendment and Modification); 8.2 (Extension; Waiver); 8.3 (Notices); 8.4 (Counterparts); 8.6 (Severability); 8.7 (Governing Law; Arbitration); and 8.10 (Construction of Agreement).

3.5 **Definitions.** For purposes of this Agreement, the following terms and variations thereof have the meanings specified or referred to in this Section 3.5:

"Abbyson Corporation" has the meaning set forth in the preamble.

"Abbyson Stockholders" has the meaning set forth in the Purchase Agreement.

"Agreement" has the meaning set forth in the preamble.

"Assumed Liabilities" has the meaning set forth in Section 1.2.

"Closing" has the meaning set forth in the recitals.

"Common Unit" has the meaning set forth in the LLC Agreement.

"Company" has the meaning set forth in the preamble.

"Contract" has the meaning set forth in the Purchase Agreement.

"Contributed Assets" has the meaning set forth in the recitals.

"Contribution" has the meaning set forth in the recitals.

"Contribution Documents" means (a) this Agreement, and (b) all other certificates of title, endorsements, and instruments of conveyance and assignment of rights necessary or appropriate to vest in the Company all of Abbyson Corporation's right, title, and interest in, to, and under the Contributed Assets.

"Law" has the meaning set forth in the Purchase Agreement.

"Liability" has the meaning set forth in the Purchase Agreement.

"LLC Agreement" means the LLC's Limited Liability Company Agreement dated January 8, 2016.

"Membership Interests" has the meaning set forth in the recitals.

"Minority Interest Units" has the meaning set forth in the recitals.

"Percentage Interest" has the meaning set forth in the LLC Agreement.

"Person" has the meaning set forth in the Purchase Agreement.

"Preferred Unit" has the meaning set forth in the LLC Agreement.

"Purchase Agreement" has the meaning set forth in the recitals.

"Purchaser" has the meaning set forth in the recitals.

"Subsequent Contribution" has the meaning set forth in the recitals.

*[Signature page follows.]*



IN WITNESS WHEREOF, the undersigned have executed and delivered this Contribution Agreement as of the date first set forth above.

"ABBYSON CORPORATION"

Abbyson Corporation

By: 

Name: Abby Rafiche  
Title: president

"COMPANY":

Abbyson Living Corp.

By: 

Name: YAVAR RAFIEHA  
Title: President

[Signature Page – Contribution Agreement]

TRADEMARK  
REEL: 005737 FRAME: 0707

**EXHIBIT A**

**CONTRIBUTED ASSETS**

(1) The following trademark:

**ABBYSON**

Word Mark ABBYSON  
Goods and Services IC 020. US 002 013 022 025 032 050. G & S Furniture. FIRST USE: 20021101 FIRST USE IN COMMERCE: 20021101  
IC 035. US 100 101 102. G & S: Wholesale store, retail store and online retail store services featuring furniture, rugs and leather goods. FIRST USE: 20021101. FIRST USE IN COMMERCE: 20021101  
Standard Characters Claimed  
Mark Drawing Code (4) STANDARD CHARACTER MARK  
Serial Number 85686883  
Filing Date August 7, 2012  
Current Basis 1A  
Original Filing Basis 1A  
Published for Opposition February 19, 2013  
Registration Number 4331124  
Registration Date May 7, 2013  
Owner (REGISTRANT) Abbyson Corporation CORPORATION CALIFORNIA 23679 Calabasas Road, #376 Calabasas CALIFORNIA 91302  
Attorney of Record JAYE G. HEYBL  
Prior Registrations 2654451  
Type of Mark TRADEMARK, SERVICE MARK  
Register PRINCIPAL-2(F)  
Live/Dead Indicator LIVE

(2) Joint Venture Agreement, dated July 27, 2014, between Abbyson Corporation and Kunshan Skyline International Trade Co., Ltd.