

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374259

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABBYSON LIVING CORP.		01/08/2016	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	ABBYSON LIVING LLC		
Street Address:	26500 WEST AGOURA ROAD #102-875		
City:	CALABASAS		
State/Country:	CALIFORNIA		
Postal Code:	91302		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4828543	MONTECITO	
Registration Number:	4828542	VENEZIA	
Registration Number:	4559441	ABBYSON LIVING	
Registration Number:	3868940	ABBYSON LIVING	
Registration Number:	4613750	INSPIRED ELEGANCE FOR THE WAY WE LIVE.	
Serial Number:	86382856	CAMBRIDGE	
Serial Number:	86382828	BELMONT	
Serial Number:	86830534	ABBYSON SIGNATURE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	805-373-0060		
Email:	KKOOKER@KOPPELPATENT.COM		
Correspondent Name:	KOPPEL, PATRICK, HEBYL & PHILPOTT		
Address Line 1:	2815 TOWNSGATE ROAD		
Address Line 2:	SUITE 215		
Address Line 4:	WESTLAKE VILLAGE, CALIFORNIA 91361-5827		
ATTORNEY DOCKET NUMBER:	1027-27-001		
NAME OF SUBMITTER:	GREGORY Z. BOGER		

OP \$215.00 4828543

SIGNATURE:	/GREGORY Z. BOGER/
DATE SIGNED:	02/23/2016
Total Attachments: 9 source=1027-27-001_AbbysonLivingCorp_to_AbbysonLivingLLC_Assignment#page1.tif source=1027-27-001_AbbysonLivingCorp_to_AbbysonLivingLLC_Assignment#page2.tif source=1027-27-001_AbbysonLivingCorp_to_AbbysonLivingLLC_Assignment#page3.tif source=1027-27-001_AbbysonLivingCorp_to_AbbysonLivingLLC_Assignment#page4.tif source=1027-27-001_AbbysonLivingCorp_to_AbbysonLivingLLC_Assignment#page5.tif source=1027-27-001_AbbysonLivingCorp_to_AbbysonLivingLLC_Assignment#page6.tif source=1027-27-001_AbbysonLivingCorp_to_AbbysonLivingLLC_Assignment#page7.tif source=1027-27-001_AbbysonLivingCorp_to_AbbysonLivingLLC_Assignment#page8.tif source=1027-27-001_AbbysonLivingCorp_to_AbbysonLivingLLC_Assignment#page9.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment (this "IP Assignment"), dated as of January 8, 2016, is entered into by and between Abbyson Living Corp., a Nevada corporation ("Abbyson Living"), and Abbyson Living LLC, a Delaware limited liability company (the "Company").

BACKGROUND:

- A. Reference is made to that certain Contribution Agreement, dated as of the date hereof, by and between Abbyson Living and the Company (the "Contribution Agreement"), pursuant to which, at the Closing and concurrently with the consummation of the transactions contemplated by this IP Assignment, Abbyson Living is contributing, conveying, assigning, transferring and delivering to the Company, and the Company is acquiring and accepting from Abbyson Living, all of Abbyson Living's right, title and interest in and to the Contributed Assets, including all Company Owned IP and Licensed Intellectual Property.
- B. The Contribution Agreement contemplates that, as part of the transactions contemplated thereby, Abbyson Living and the Company will enter into this IP Assignment at the Closing for the purposes set forth herein.

AGREEMENT:

In consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Abbyson Living and the Company hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein will have the respective meanings assigned to such terms in the Contribution Agreement. For purposes of this IP Assignment, the following terms and variations thereof have the meanings specified or referred to in this Section 1:

"Company Owned IP" means all Intellectual Property in which Abbyson Living has (or purports to have) an ownership interest.

"Intellectual Property" has the meaning set forth in the Purchase Agreement.

"Licensed Intellectual Property" means all Intellectual Property licensed to Abbyson Living.

"Purchase Agreement" means the Membership Interest Purchase Agreement, to be dated on or about January 22, 2016, among Solace Abbyson Corp., a Delaware corporation, Abbyson Living, the Company and the Abbyson Stockholders (as defined in the Purchase Agreement).

2. Assignment. Abbyson Living hereby contributes, assigns, transfers, conveys and delivers to the Company, and the Company hereby acquires and accepts from Abbyson Living, all of Abbyson Living's rights under, title to and interest in and to all Company Owned IP and

Licensed Intellectual Property, including the following, free of all Liens other than Permitted Liens:

(a) the trademarks, trademark registrations and trademark applications listed in Exhibit A and all issuances, extensions and renewals thereof (the “Assigned Marks”);

(b) the patents listed in Exhibit B and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals of any of the foregoing, and any patents or patent applications from which any of them claim priority or that claim priority from any of them, and all inventions disclosed and claimed in any of the foregoing (the “Assigned Patents”);

(c) the copyrights and copyright registrations, applications for registration and exclusive copyright licenses listed in Exhibit C and all issuances, extensions and renewals thereof (the “Assigned Copyrights”);

(d) all goodwill connected with the use of, and symbolized by, the Assigned Marks, the Assigned Patents and the Assigned Copyrights;

(e) all rights to enforce, and bring actions for all past, present and future infringement or violation of any of the Assigned Marks, the Assigned Patents or the Assigned Copyrights, seek damages, costs, profits, injunctive relief and other legal and equitable remedies on account thereof, and to settle, and collect and retain the proceeds therefrom;

(f) all rights to collect royalties and other payments under or on account of any of the Assigned Marks, the Assigned Patents or the Assigned Copyrights;

(g) all rights to apply for, file, register, maintain, extend or renew same, and seek protection therefor, with full benefit of such priority as may now or hereafter be granted to Abbyson Living by applicable Law; and

(h) all other rights with respect thereto.

3. Recordation. Abbyson Living authorizes the Commissioner for Trademarks and the Commissioner for Patents of the USPTO and any other government officials to record and register this IP Assignment upon request by the Company.

4. Further Assurances. At any time or from time to time hereafter, Abbyson Living will, at the reasonable request of the Company, take all additional action as may be necessary to put the Company in operating control of the Contributed Assets, and will execute, acknowledge and deliver such additional instruments of conveyance, power of attorney, sale, assignment or transfer or conveyance, and each party will take such additional actions as the other party may reasonably request in order to more effectively consummate the transactions contemplated by this IP Assignment.

5. Matters Not Completed at Closing. To the extent there are any steps, documents or actions called for by this IP Assignment that cannot be completed by the Closing, the parties

will use their commercially reasonable efforts to complete them promptly after the Closing, applying, insofar as practicable, the principles of Section 3.2 of the Contribution Agreement.

6. Effect of Agreement. This IP Assignment is intended to evidence the consummation of the transactions contemplated by the Contribution Agreement and is subject to the terms and conditions set forth in the Contribution Agreement. This IP Assignment is made without representation or warranty, except as provided in the Contribution Agreement. Nothing contained in this IP Assignment will be construed to supersede, limit or qualify any provision of the Contribution Agreement. To the extent there is a conflict between the terms and provisions of this IP Assignment and the terms and provisions of the Contribution Agreement, the terms and provisions of the Contribution Agreement will govern.

7. Counterparts. The parties may execute this IP Assignment in multiple counterparts, each of which will be deemed an original, but all of which taken together will constitute the same instrument. The parties authorize one another to detach and combine original signature pages and consolidate them into a single identical original, and any such executed counterparts will be sufficient proof of this IP Assignment. Any photographic, photocopy or similar reproduction copy of this IP Assignment, or any PDF file of this IP Assignment, or any copy of this IP Assignment sent by facsimile transmission, in each case with all signatures reproduced on one or more sets of signature pages, will be considered for all purposes as if it were a manually-executed counterpart of this IP Assignment.

8. Amendment. This IP Assignment may not be amended or modified except by an instrument in writing signed by each of Abbyson Living and the Company.

9. Governing Law. The internal laws of the State of Delaware (without reference to its rules on conflict of laws) will govern the interpretation and enforcement of this IP Assignment.

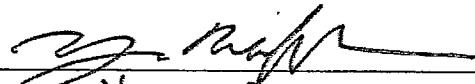
10. Assignment; Successors and Assigns. Abbyson Living may not assign any of its rights under this IP Assignment without the Company's prior written consent. The Company can assign any of its rights under this IP Assignment without Abbyson Living's prior consent. Subject to the foregoing, this IP Assignment will apply to, be binding on, and inure to the benefit of the parties and the parties' respective successors and permitted assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the date first set forth above.

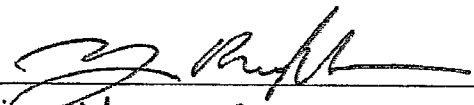
"ABBYSON LIVING"

Abbyson Living Corp.

By: 
Name: Yana Rafiena
Title: President

"COMPANY":

Abbyson Living LLC

By: 
Name: Yana Rafiena
Title: President

[Signature Page -- IP Assignment]

TRADEMARK
REEL: 005737 FRAME: 0764

EXHIBIT A
ASSIGNED MARKS

A-1

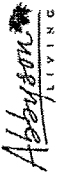
Mark	Application No.	Goods	Registration No.	Registration Date	Jurisdiction
MONTECITO	86382873	Class 020: Furniture	4828543	6-Oct-15	United States
VENEZIA	86382820	Class 020: Furniture	4828542	6-Oct-15	United States
CAMBRIDGE	86382856	Class 020: Domestic plush, living-room furniture, namely, chairs, recliners, sofas, couches, and ottomans			United States
BELMONT	86382828	Class 020: Domestic, plush, living-room furniture, namely, chairs, recliners, sofas, couches, and ottomans			United States
BACARA	86382834	Class 020: Furniture			United States
	86103077	Class 020: Furniture; Class 035: On-line wholesale and retail store services featuring furniture, rugs and leather goods	4559441	7/1/2014	United States
ABBYSON	85696683	Class 020: Furniture; Class 035: Wholesale store, retail store and online retail store services featuring furniture, rugs and leather goods	4331124	5/7/2013	United States
ABBYSON LIVING	76702294	Class 035: Wholesale and retail store services featuring furniture	3868940	11/2/2010	United States
INSPIRED ELEGANCE FOR THE WAY WE LIVE	86211756	Class 035: On-line wholesale and retail store services featuring furniture, rugs and leather goods	4613750	9/30/2014	United States
ABBYSON SIGNATURE	86830534	Class 020: Furniture			United States
ABBYSON LIVING (LOGO)		International Class 20 and International Class 35			China

EXHIBIT B

ASSIGNED PATENTS

Title	Application No.	Filing Date	Patent No.	Issue Date
Furniture Console (Entertainment cabinet)	29/370,209	6/15/2010	D630,453	1/11/2011
Furniture Console (Entertainment cabinet)	29/372,315	11/8/2010	D632,902	2/22/2011
Sofa (Bayside)	29/515,459	1/23/2015	D740,047	10/6/2015
Loveseat (Bayside)	29/515,461	1/23/2015	D743,182	9/17/2015
Sofa with Coordinated Ottoman (Emily)	29/508,297	11/5/2014	D737,594	9/1/2015

EXHIBIT C

ASSIGNED COPYRIGHTS

None.