

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM398461

<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>
Studio Shed, LLC		09/07/2016	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Studio Shed Acquisition, LLC		
<b>Street Address:</b>	1000 Ternes Drive		
<b>Internal Address:</b>	c/o Backyard Products LLC, Attn: Thomas van der Meulen		
<b>City:</b>	Monroe		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48162		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3823650	STUDIO SHED	
<b>Serial Number:</b>	86934808	STUDIO SHED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3172371000		
<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>	(312) 356-1029		
<b>Email:</b>	abe.shanehsaz@faegrebd.com		
<b>Correspondent Name:</b>	Abe Jentry Shanehsaz		
<b>Address Line 1:</b>	Faegre Baker Daniels, 300 Meridian St.		
<b>Address Line 2:</b>	Suite 2700		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		
<b>NAME OF SUBMITTER:</b>	Abe Jentry Shanehsaz		
<b>SIGNATURE:</b>	/Abe Jentry Shanehsaz/		
<b>DATE SIGNED:</b>	09/14/2016		
<b>Total Attachments: 4</b>			
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## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (“Assignment”) is entered into as of September 7, 2016, by and between Studio Shed, LLC, a Colorado limited liability company (“Seller”), and Studio Shed Acquisition, LLC, a Delaware limited liability company (“Buyer”).

### RECITALS

A. Buyer, Seller, Michael Koenig, Jeremy Kobelski, Ryan Little, Jason C. Plumb, and Zachary Roth entered into that certain Asset Purchase Agreement dated as of even date herewith (“Purchase Agreement”).

B. Pursuant to the terms and conditions set forth in the Purchase Agreement, Seller has agreed to sell the Assets to Buyer, and Buyer has agreed to buy the Assets from Seller.

C. Terms capitalized in this Assignment but not defined shall have the meanings set forth in the Purchase Agreement.

D. Pursuant to the terms of the Purchase Agreement, the terms of which are incorporated herein, Buyer and Seller now desire to enter into this Assignment, whereby Seller shall assign to Buyer all of Seller’s rights, title and interests in and to all Intellectual Property (as defined in the Purchase Agreement), including but not limited to (i) any and all common law rights to the trademarks and service marks used by Seller in connection with the Business, including but not limited to, those marks set forth in Schedule 3.14(b) to the Purchase Agreement; (ii) U.S. Trademark Registration No. 3,823,650 for Seller’s logo; (iii) U.S. Trademark Application No. 86-934,808 for the mark “Studio Shed” (the foregoing items (i), (ii), and (iii) are collectively referred to as the “Trademarks”); and (iv) Seller’s internet domain names www.studio-shed.com and www.studioshed.com (“Domain Names”) and related website content.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements and representations as contained in this Agreement and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Seller hereby transfers and assigns to Buyer, and Buyer hereby assumes from Seller, all of Seller’s worldwide rights, title and interests to and in the Intellectual Property, including but not limited to, the Trademarks and the Domain Names, together with any and all ownership interests, all goodwill, and any rights to sue, at the sole cost and expense of Buyer, for all past, present and future damages relating to the Intellectual Property, including but not limited to the Trademarks and the Domain Names. Seller shall not retain license or right to use the Intellectual Property, including but not limited to the Trademarks and/or the Domain Names.

2. This Assignment is subject to all of the representations, warranties, terms, conditions and limitations set forth in the Purchase Agreement and is not intended in any way to supersede, limit, expand or qualify any provision of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided in the Purchase Agreement.

3. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and any other officials of recording entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Buyer. From time to time, as and when requested by Buyer, Seller shall execute and deliver, or cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further or other actions as may be reasonably necessary to carry out the purposes set forth in this Assignment.

4. Buyer shall be solely responsible for all actions and all costs whatsoever, including attorney's fees, arising after the date of this Assignment and associated with the rights, title and interests in and to the Intellectual Property, including but not limited to the Trademarks and/or the Domain Names, except as may be specifically provided in the Purchase Agreement. Such responsibility for recording and protecting the Trademarks including all actions and all costs whatsoever associated with the continuous prosecution in the maintenance and enforcement of the Trademarks shall be the responsibility of Buyer, and Seller shall have no obligation to pay any maintenance or other fee which becomes due, if any, on or after the Closing Date.

5. This Assignment shall be governed by and construed in accordance with the law of the State of Delaware without regard to the conflicts of laws principles thereof. The sole exclusive jurisdiction for any legal action brought by any party against any other party under this Assignment shall be in the appropriate state or federal court with jurisdiction including Dover, Delaware, and each of the Buyer and Seller consents to the jurisdiction of such courts in any such action or proceeding and waives any objection to venue laid therein.

6. This Assignment shall inure to the benefit of and be binding upon the parties hereto, together with their respective successors and assigns. This Assignment may be executed in the original, by facsimile or by any generally accepted electronic means (including transmission of a PDF file containing an executed signature page) in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.


*[Remainder of page intentionally left blank;  
Signatures appear on following page]*

*[Signature Page to Assignment of Intellectual Property Rights]*

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by an authorized officer of each of the Seller and the Buyer as of the date first written above.

**“SELLER”**

STUDIO SHED, LLC

By:   
Name: Michael B. Koenig  
Title: General Manager

**“BUYER”**

STUDIO SHED ACQUISITION, LLC

By: \_\_\_\_\_  
Thomas van der Meulen, Manager

*[Signature Page to Assignment of Intellectual Property Rights]*

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by an authorized officer of each of the Seller and the Buyer as of the date first written above.

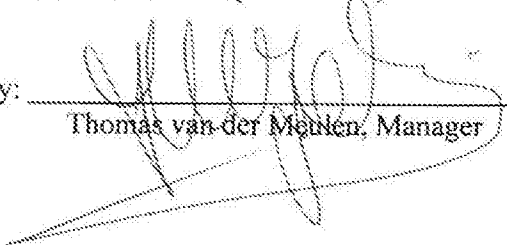
**"SELLER"**

STUDIO SHED, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**"BUYER"**

STUDIO SHED ACQUISITION, LLC

By:  \_\_\_\_\_  
Thomas van der Meulen, Manager