

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398531

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marva Marble & Granite, Inc.		09/02/2016	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	Marva II, LLC		
Street Address:	3 Embarcadero Center, Suite 550		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	73720771	MARVA	
Serial Number:	77189153	MARVA STONE	
Serial Number:	77189163	THE GALLERIA OF STONE	
Serial Number:	77189175	THE STONE BOUTIQUE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	kansley@stradley.com		
Correspondent Name:	Kareem Ansley		
Address Line 1:	Stradley Ronon		
Address Line 2:	100 Park Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	188071-0023		
NAME OF SUBMITTER:	Kareem Ansley		
SIGNATURE:	/Kareem Ansley/		
DATE SIGNED:	09/14/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”) is made and entered into as of September 2, 2016, by and between Marva II, LLC, a Delaware limited liability company (“**Buyer**” or “**Assignee**”) and Marva Marble & Granite, Inc., a Virginia corporation (“**Assignor**”).

WHEREAS, Assignor owns all right, title and interest in and to the trademarks and the United States Patent and Trademark Office trademark registrations (and pending applications) set forth on Schedule A hereto, including any and all common law rights appurtenant thereto (collectively, the “**Trademarks**”);

WHEREAS, the parties hereto have entered into that certain Asset Purchase Agreement, dated as of September 2, 2016 (the “**Purchase Agreement**”), whereby Assignor agreed to grant, convey, assign, transfer, sell, release, set over and confirm to Assignee all of its right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement), which include the Trademarks;

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest in and to the Trademarks; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant, bargain and agree as follows:

1. Assignor hereby grants, conveys, assigns, transfers, sells, releases, sets over and confirms to Assignee, in perpetuity, all of Assignor’s right, title and interest in and to (i) the Trademarks, (ii) any and all intellectual property and other proprietary rights in and to such Trademarks, including all goodwill connected with the use thereof and symbolized thereby, (iii) except as may be included within the Excluded Liabilities, any and all legal actions and rights and remedies at law or in equity, including the right to sue for, collect and retain all damages, profits, proceeds, and all other remedies for past infringements, or other violations of any of the Trademarks, and (iv) any and all rights corresponding thereto in the United States, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives (together, the “**Assigned Rights**”).

2. Assignee hereby assumes and shall be responsible for, and will hereafter pay, perform and discharge when due, all liabilities or obligations, maintenance or otherwise, related to the Assigned Rights from and after the Closing Date.

3. Each party hereto will, at Assignee’s expense, take such further actions and execute promptly such further documents as are necessary to effect the above assignment or as

may be necessary to secure and vest good, valid and marketable title to the Assigned Rights in Assignee.

4. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

5. This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to such State's conflicts of laws principles.

6. This Agreement is subject to the Purchase Agreement and incorporates all of the terms and conditions of the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the Parties contained in the Purchase Agreement or the survival thereof.

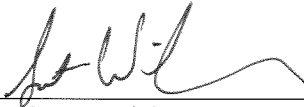
7. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Agreement by electronic transmission (including by Adobe PDF format) will be effective as delivery of a manually executed counterpart to this Agreement.

[Signature pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first written above.

ASSIGNEE:

MARVA II, LLC

By:  _____

Name: Scot Weisberg

Title: Manager

ASSIGNOR:

MARVA MARBLE & GRANITE, INC.

By: _____

Name: Chris Kalentzos

Title: President

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first written above.

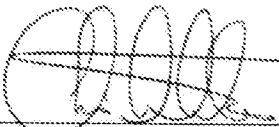
ASSIGNEE:

MARVA II, LLC

By: _____
Name: Scot Weisberg
Title: Manager

ASSIGNOR:

MARVA MARBLE & GRANITE, INC.

By:  _____
Name: Chris Kalentzos
Title: President

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005877 FRAME: 0286

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Name</u>	<u>Type</u>	<u>Serial Number</u>
MARVA	Typeset Word / Letters / Numbers	73720771
MARVA STONE	Standard Character Mark	77189153
THE GALLERIA OF STONE	Standard Character Mark	77189163
THE STONE BOUTIQUE	Standard Character Mark	77189175