

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414336

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-----------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| SEQUENCE: | 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Sam's Appliances and Furniture LLC | FORMERLY SFA Acquisition LLC | 01/28/2017 | Limited Liability Company: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Stonehollow Investments, LLC | | |
| Street Address: | 5323 Brandenburg Ct. | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75287 | | |
| Entity Type: | Limited Liability Company: TEXAS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86631914 | SMARTLEASE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3123683853 | | |
| <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: | 312-855-4606 | | |
| Email: | PFRANKLIN@chuhak.com | | |
| Correspondent Name: | Phyllis K. Franklin, Esq. | | |
| Address Line 1: | 30 South Wacker Dr., Suite 2600 | | |
| Address Line 2: | c/o Chuhak & Tecson PC | | |
| Address Line 4: | Chicago, ILLINOIS 60606 | | |
| NAME OF SUBMITTER: | Phyllis K. Franklin | | |
| SIGNATURE: | /s/ Phyllis K. Franklin | | |
| DATE SIGNED: | 01/31/2017 | | |
| Total Attachments: 5 | | | |
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is effective this 28th day of January 2017, (the "Effective Date") from Sam's Appliances and Furniture LLC, a Texas limited liability company f/k/a SFA Acquisition LLC ("Assignor"), to Stonehollow Investments, LLC, a Texas limited liability company ("Assignee").

PRELIMINARY STATEMENTS

A. Assignor, Assignee and certain other parties have entered into that certain Asset Purchase Agreement dated as of January 28, 2017 (the "Asset Purchase Agreement"), pursuant to which Assignee will acquire certain assets of Assignor, on the terms and subject to the conditions set forth therein.

B. Capitalized terms used but not defined herein have the respective meanings given in the Asset Purchase Agreement.

C. Assignor owns the trademarks registered with the United States Patent and Trademark Office (collectively, the "Trademarks") listed on the attached EXHIBIT A.

D. Assignor desires to assign to Assignee by way of this Assignment its entire right, title, and interest in and to the Trademarks, and Assignee is desirous of acquiring the entire right, title, and interest in and to the Trademarks, together with the goodwill associated therewith, and in each case as contemplated by, and in accordance with the terms of the Asset Purchase Agreement.

ASSIGNMENT

In consideration of the foregoing and of the mutual covenants and agreements set forth below and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Assignor and Assignee agree as follows:

1. Assignor, as of the Effective Date, hereby sells, assigns, conveys, and transfers to Assignee all rights, title, and interest in and to the Trademarks, and any goodwill associated therewith, and the right to sue and recover for damages for past, present, and future violations of the foregoing. Assignee accepts as of the Effective Date, all of Assignor's rights, title and interest in and to the Trademarks, any goodwill associated therewith, and the right to sue and recover for damages for past, present, and future violations of the foregoing.

2. Assignor agrees, at the request of Assignee and at Assignee's expense, to execute and deliver any further documents and legal instruments necessary to transfer the Trademarks to Assignee pursuant to the terms of this Assignment or authorizations as may be necessary, and do all other things reasonably necessary to transfer the Trademarks and perfect in Assignee, its assigns, successors, and legal representatives, all right, title, and interest in and to the Trademark, including without limitation, executing and delivering any and all powers of attorney, applications, assignments, declarations, and affidavits.

3. Nothing herein contained will itself change, amend, extend, or alter (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Asset Purchase Agreement in any manner whatsoever. This instrument does not create or establish rights, liabilities, or obligations not otherwise created or existing under or pursuant to the Asset Purchase Agreement. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms of this instrument, the terms of the Asset Purchase Agreement will govern.

4. This Assignment will be binding upon Assignor and its successors and assigns, and inure to the benefit of and is enforceable by Assignee and its successors and assigns. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon or give to, any person, firm or corporation other than Assignee and its successors and assigns any remedy or claim under or by reason of this Assignment or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises, and agreements in this Assignment shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

5. This Assignment may be executed in any number of counterparts (including electronic counterparts in .pdf or other electronically transmittable format), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

6. This Assignment shall be governed and construed in accordance with the laws of the State of Texas without giving effect to the conflict of law principles thereof.

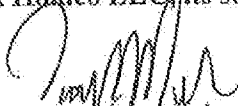
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the Effective Date.

Assignor:

Sam's Appliances and Furniture LLC,
a Texas limited liability company
f/k/a SFA Acquisition LLC

By: SFA Holdco LLC/its sole member

By: 
Name: Scott Miller
Title: General Manager

Assignee:

Stonehollow Investments, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK

3153308.4.18531.61612

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the Effective Date.

Assignor:

Sam's Appliances and Furniture LLC,
a Texas limited liability company
f/k/a SFA Acquisition LLC

By: SFA Holdco LLC, its sole member

By: _____
Name: _____
Title: _____

Assignee:

Stonehollow Investments, LLC,
a Texas limited liability company

By: Seth W. Blatt
Name: SETH W. BLATT
Title: Manager

SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK

EXHIBIT A Trademark

| <u>Mark</u> | <u>Serial Number</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|--------------------------------------------|----------------------|----------------------------|--------------------------|
| SAM'S APPLIANCES & FURNITURE SINCE 1946 | 86/307,284 | 4763249 | June 30, 2015 |

| <u>Mark</u> | <u>Serial Number</u> | <u>Notice of Allowance Date</u> | <u>Date of Filing of Extension of Time to File Statement of Use</u> | <u>Next Deadline to File the Statement of Use or Extension of Time</u> |
|-------------|----------------------|---------------------------------|---------------------------------------------------------------------|------------------------------------------------------------------------|
| SMARTLEASE | 86/631,914 | 5/31/2016 | 11/4/2016 | 5/31/2017 |

EXHIBIT A TO TRADEMARK ASSIGNMENT

3153308.4.18531.61612