

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM419868

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900395333		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Paragon Furniture, LP		02/14/2017	Limited Partnership: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Paragon Furniture, Inc.		
<b>Street Address:</b>	2224 East Randol Mill Rd		
<b>City:</b>	Arlington		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76011		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4530440	A&D	
<b>Serial Number:</b>	86585983	A&D MAKER	
<b>Serial Number:</b>	86923041	A&D MOTION	
<b>Serial Number:</b>	85796278	BLENDER	
<b>Registration Number:</b>	3996089	INTUITIVE	
<b>Serial Number:</b>	87318295	INVENT	
<b>Registration Number:</b>	3988258	LEARNING BAY	
<b>Serial Number:</b>	86586001	MAKER	
<b>Serial Number:</b>	87064085	MAKER FARM	
<b>Serial Number:</b>	86922874	MOTION	
<b>Registration Number:</b>	3988257		
<b>Serial Number:</b>	87231165	READY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9723789111		
<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>	972-378-9111		
<b>Email:</b>	ipdocketing@dallasbusinesslaw.com		

**Correspondent Name:** Ferguson Braswell Fraser Kubasta, PC  
**Address Line 1:** 2500 Dallas Parkway, Suite 600  
**Address Line 4:** Plano, TEXAS 75093

**ATTORNEY DOCKET NUMBER:** 8377

**NAME OF SUBMITTER:** Kelly J. Kubasta

**SIGNATURE:** /Kelly J. Kubasta/

**DATE SIGNED:** 03/16/2017

**Total Attachments: 5**

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is made by and between Paragon Furniture, LP, a Texas limited partnership having a principal place of business located at 2224 East Randol Mill Road, Arlington, Texas 76011 (the "Assignor"), and Paragon Furniture, Inc., a Texas corporation having a principal place of business located at 2224 East Randol Mill Road, Arlington, Texas 76011 (the "Assignee"), to be effective as of December 30, 2016 (the "Effective Date").

WITNESSETH

WHEREAS, the Assignor owns, has adopted and used in commerce the trademarks, as indicated in the list of marks in Exhibit A to this Assignment, which is attached hereto and incorporated by reference as if restated in full herein (the "Trademarks"); and

WHEREAS, the Assignor has agreed to assign and the Assignee has agreed to acquire all of the Assignor's right, title, and interest in and to the Trademarks, both registered and common law, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past, present, or future infringement thereof. More particularly, Assignee is the successor to the entire business of Assignor, thus to the extent any of the Trademarks in Exhibit A are currently-pending intent-to-use trademark applications, this assignment is to a successor to the entire business of Assignor as permitted by TMEP § 501.01(A).

NOW, THEREFORE, in consideration of these premises, the ongoing burden of maintaining various registrations and enforcement of the Trademarks, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Assignor hereby assigns, transfers, and conveys unto the Assignee and its successors and assigns all of Assignor's right, title, and interest in and to the Trademarks, both registered and common law, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past, present, or future infringement thereof.
2. The Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks to transfer the Trademarks to the Assignee.
3. The Assignor agrees to execute all papers and to perform such other proper acts as the Assignee may deem necessary to secure for the Assignee or its designee the rights herein assigned including but not limited to any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interests in the Assignee, its successors, assigns, and legal representatives.

4. The Assignor agrees to communicate with the Assignee, or its successors, assigns, and legal representatives, any facts known to it respecting the Trademarks, including the dates of first use as set forth in Exhibit A and, when requested, without charge to but at the expense of the Assignee, to testify in any legal proceedings, sign all lawful papers, make all lawful oaths, and generally do everything possible to vest title in the Assignee and to aid the Assignee, its successors, assigns, and legal representatives to obtain and enforce proper protection for the Trademarks in all countries.

5. The Assignor represents and warrants that at the time of execution and delivery of this Assignment: (a) all the information contained in Exhibit A herein is correct; and (b) Assignor exclusively owns all rights in the Trademarks without any licenses, covenants not to sue, liens, security interests, encumbrances, or other third party claims and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

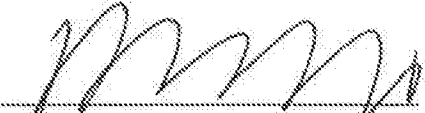
6. The parties may execute multiple counterparts of this Assignment and each is intended to be considered as an original. The parties may substitute telecopied signature pages for original signatures.

7. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and the State of Texas.

*\*\*\* [SIGNATURE PAGE FOLLOWS] \*\*\**

IN WITNESS WHEREOF, the parties have executed this Agreement on February 14, 2017.

ASSIGNEE:

  
By: RICHARD KASSANOFF  
Its: CEO

ASSIGNOR:

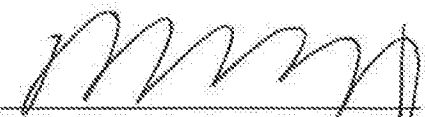

  
By: RICHARD KASSANOFF  
Its: CEO

EXHIBIT A

UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS				
App. Ser. No.	Reg. No.	Mark	Register	Status
	4,530,440	A&D	Principal	Registered
86/585,983		A&D MAKER	Principal	Pending
86/923,041		A&D MOTION	Principal	Pending
85/796,278		BLENDER	Principal	Registered
	3,996,089	INTUITIVE	Principal	Registered
87/318,295		INVENT	Principal	Pending
	3,988,258	LEARNING BAY	Principal	Registered
86/586,001		MAKER	Principal	Pending
87/064,085		MAKER FARM	Principal	Pending
86/922,874		MOTION	Principal	Pending

UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS				
App. Ser. No.	Reg. No.	Mark	Register	Status
	3988257		Principal	Registered
87231165		READY	Principal	Pending

INTERNATIONAL TRADEMARK APPLICATIONS AND REGISTRATIONS
None