

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421057

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bretford Manufacturing, Inc.		03/23/2017	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Paragon Furniture, Inc.		
Street Address:	2224 East Randol Mill Road		
City:	Arlington		
State/Country:	TEXAS		
Postal Code:	76011		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86828598	EMOJI	
Registration Number:	4548067	MOTIV	
CORRESPONDENCE DATA			
Fax Number:	9723789115		
<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:	972-378-9111		
Email:	ipdocketing@dallasbusinesslaw.com		
Correspondent Name:	FERGUSON BRASWELL FRASER KUBASTA PC		
Address Line 1:	2500 DALLAS PARKWAY		
Address Line 2:	SUITE 600		
Address Line 4:	PLANO, TEXAS 75093		
NAME OF SUBMITTER:	Kelly J. Kubasta		
SIGNATURE:	/Kelly J. Kubasta/		
DATE SIGNED:	03/24/2017		
Total Attachments: 4			
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OP \$65.00 86828598

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is made by and between Bretford Manufacturing, Inc., an Illinois corporation having a principal place of business located at 11000 Seymour Avenue, Franklin Park, IL 60131 (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 January 31, 2017 (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, pursuant to the Agreement for Purchase and Sale of Certain Assets of Bretford Manufacturing, Inc. to Paragon Furniture, Inc., effective January 31, 2017, 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 all intellectual property rights relating to certain product lines 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 portion of the business of Assignor to which the Trademarks pertain, 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] ****

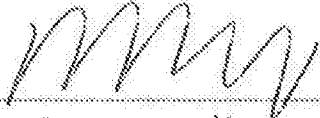
EXHIBIT A

UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS				
App. Ser. No.	Reg. No.	Mark	Register	Status
86/828,598	N/A	EMCII	Principal	Pending
85/529,405	4,548,067	MOTIV	Principal	Registered

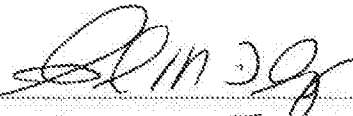
INTERNATIONAL TRADEMARK APPLICATIONS AND REGISTRATIONS
None

IN WITNESS WHEREOF, the parties have executed this Agreement on
March 23, 2017.

ASSIGNEE:


By: RICHARD KASSANOFF
Its: CEO

ASSIGNOR:


By: GENARO M FEYN
Its: EVP