

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM422642

<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>
Collegiate Carpets, LLC		03/28/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	On Campus Marketing, LLC		
<b>Street Address:</b>	10411 Motor City Drive		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20817		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2100519	RESIDENCE HALL CARPETS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2125197733		
<b>Email:</b>	Rich@JacobsonTrademark.com		
<b>Correspondent Name:</b>	Richard P. Jacobson		
<b>Address Line 1:</b>	750 THIRD AVENUE, 9TH FLOOR		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10017		
<b>NAME OF SUBMITTER:</b>	Richard P. Jacobson		
<b>SIGNATURE:</b>	/Richard P. Jacobson/		
<b>DATE SIGNED:</b>	04/05/2017		
<b>Total Attachments: 3</b>			
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OP \$40.00 2100519

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is entered into this 23<sup>rd</sup> day of March, 2017 (the "Effective Date"), by and between Collegiate Carpets, LLC, a Delaware Limited Liability Company with a principal place of business at 10411 Motor City Drive, Bethesda, MD 20817 ("Assignor") and On Campus Marketing, LLC, a Delaware Limited Liability Company with a principal place of business 10411 Motor City Drive, Bethesda, MD 20817 ("Assignee").

WHEREAS, Assignor is the owner of the United States trademark registration shown on Schedule A (the "Mark");

WHEREAS, Assignor wishes to assign and transfer all rights in the Mark, and the registration therefor, and Assignee wishes to acquire all rights in the Mark, and the registration therefor from Assignor;

NOW, THEREFORE, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all worldwide right, title and interest in, to and under the Mark, including without limitation any application or registration therefor in any jurisdiction, any common law rights therein, and any trade name, business name or domain name incorporating the Mark, and any other rights Assignor may have in the Mark, together with the goodwill of the business connected with the use of and symbolized by the Mark, and together with all causes of action for the infringement of the Mark. Assignor and Assignee acknowledge and agree that Assignee is a successor of the entire business or portion thereof to which the Mark pertains, which business is ongoing and existing.

2. Warranties. Assignor represents and warrants that (i) it is the owner of all right, title and interest in the Mark, and has not granted any rights or interests in the Mark to any other person or entity, or otherwise encumbered the Mark in any manner; (ii) it has the authority to enter into this Agreement and fully perform all of its obligations hereunder; (iii) to its knowledge, the statements made in the applications for trademark registration of the Mark is true and correct; and (iv) to its knowledge, there is no claim or threatened claim that the Mark or its use of the Mark infringes, violates or breaches the rights of any other person or entity.

3. Entire Agreement. This Agreement constitutes the entire understanding of the parties, and supersedes any prior agreements or communications, concerning the subject matter described herein and therein.

[signatures on following page]

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

Collegiate Carpets, LLC

By: Marina Lanson

Name: Marina Lanson

Title: CFO

Date: 3-28-17

On Campus Marketing, LLC

By: Marina Lanson

Name: Marina Lanson

Title: CFO

Date: 3-28-17

Notarization Recommended

**SCHEDULE A**

<b>Mark</b>	<b>Registration No.</b>	<b>Class No./Goods &amp; Services</b>
RESIDENCE HALL CARPETS	2,100,519	Class 27: Carpets and rugs available for sale on college campuses and universities