

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427542

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deny Designs		05/01/2017	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Leaf Group Ltd.		
Street Address:	1655 26th Street		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	87408761	DENY.	
Serial Number:	87408754	DENY.	
Serial Number:	87408752	DENY.	
Serial Number:	87408746	DENY.	
Serial Number:	87408741	DENY.	
Serial Number:	87408737	DENY.	
Serial Number:	87408732	DENY.	
Serial Number:	87408875	DENYDESIGNS.	
Serial Number:	87408871	DENYDESIGNS.	
Serial Number:	87408868	DENYDESIGNS.	
Serial Number:	87408866	DENYDESIGNS.	
Serial Number:	87408858	DENYDESIGNS.	
Serial Number:	87408853	DENYDESIGNS.	
Serial Number:	87408846	DENYDESIGNS.	
CORRESPONDENCE DATA			
Fax Number:	9492669468		
<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:	9497326803		

CH \$365.00 87408761

Email: linkerg@gtlaw.com
Correspondent Name: Susan L. Heller
Address Line 1: 3161 Michelson Drive, Suite 1000
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 104128-020500

NAME OF SUBMITTER: Susan L. Heller

SIGNATURE: /Susan L. Heller/

DATE SIGNED: 05/15/2017

Total Attachments: 9

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EXHIBIT D

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“Assignment”) is entered into as of May 1, 2017, by and between Deny Designs, a Colorado corporation (the “Seller”), and Leaf Group Ltd., a Delaware corporation (the “Buyer”).

BACKGROUND STATEMENT

Seller and Buyer are parties to an Asset Purchase Agreement, dated as of even date herewith (the “Purchase Agreement”), pursuant to which Seller agreed to sell, assign, transfer, convey, and deliver to Buyer all of Seller’s right, title, and interest in and to the Intellectual Property owned or licensed by Seller that are used in the operation of Seller’s Business. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller does hereby grant, bargain, sell, convey, transfer, assign and set over unto Buyer, its successors and assigns, all its right, title and interest in and to the following:

1. **Trademarks.** All trademark rights, whether registered or under common law, together with all existing and future goodwill associated with the following trademarks:

Trademarks	Date	Serial Number	Reg. Number	Description
Deny-1	4/12/17	87408761		IC 014. US 002 027 028 050. G & S: Jewelry boxes and clocks. FIRST USE: 20170305. FIRST USE IN COMMERCE: 20170305
Deny-2	4/12/17	87408754		IC 016. US 002 005 022 023 029 037 038 050. G & S: Graphic art prints, graphic prints, prints, art prints, coasters made of fiberboard. FIRST USE: 20170305. FIRST USE IN COMMERCE: 20170305
Deny-3	4/12/17	87408752		IC 020. US 002 013 022 025 032 050. G & S: Furniture, custom furniture, credenza, desks, coffee table, side table, round table, furniture cubes, pillows, namely, accent pillows, bed pillows, floor pillows, novelty pillows, throw pillows, pet beds, pet pillows, display boards, mirrors, works of art of wood. FIRST USE: 20170305. FIRST USE IN COMMERCE: 20170305
Deny-4	4/12/17	87408746		IC 021. US 002 013 023 029 030 033 040 050. G & S: Dinnerware, pet feeding and drinking bowls and trays, serving trays, mugs, coffee mugs, cutting boards, coaster sets, coasters, not of paper or textile. FIRST USE: 20170305. FIRST USE IN COMMERCE: 20170305
Deny-5	4/12/17	87408741		IC 024. US 042 050. G & S: Bed sheets, sheet sets, pillow cases, duvet covers, blanket throws, bed blankets, shower curtains, duvets, comforters, fleece blankets, blankets for outdoor use, table napkins of textile, and tapestries of textile. FIRST USE: 20170305. FIRST USE IN COMMERCE: 20170305
Deny-6	4/12/17	87408737		IC 027. US 019 020 037 042 050. G & S: Rugs. FIRST USE: 20170305. FIRST USE IN COMMERCE: 20170305
Deny-7	4/12/17	87408732		IC 035. US 100 101 102. G & S: Retail store services featuring home décor and household goods; online retail store services featuring home décor and household goods; online retail store services featuring customized home décor and household goods printed with artwork and designs; promoting the artwork and

				graphic designs of others by means of a website featuring customizable household items printed with graphic artwork submitted by artists and graphic art designers; online retail store services featuring bed sheets, sheet sets, pillow cases, duvet covers, duvets, comforters, blankets, blanket throws, bed blankets, shower curtains, bath mats, pillows, furniture, mirrors, display boards, jewelry boxes, clocks, rugs, serving trays, cutting boards, table cloths, table runners, placemats, cloth napkin, coffee mugs, dinnerware, pet feeding bowls, prints, wall art, murals, textiles, textile tapestries, headboards, cell phone cases and pouches of textile; retail store services featuring bed sheets, sheet sets, pillow cases, duvet covers, duvets, comforters, fleece blankets, blanket throws, bed blankets, shower curtains, bath mats, pillows, furniture, mirrors, display boards, jewelry boxes, clocks, rugs, serving trays, cutting boards, table cloths, table runners, placemats, cloth napkin, coffee mugs, dinnerware, pet feeding bowls, prints, wall art, murals, textiles, textile tapestries, headboards, cell phone cases and pouches of textile. FIRST USE: 20170305. FIRST USE IN COMMERCE: 20170305
DenyDesigns-1	4/12/17	87408875		IC 014. US 002 027 028 050. G & S: Jewelry boxes and clocks. FIRST USE: 20170305. FIRST USE IN COMMERCE: 20170305
DenyDesigns-2	4/12/17	87408871		IC 016. US 002 005 022 023 029 037 038 050. G & S: Graphic art prints, graphic prints, prints, art prints, coasters made of fiberboard. FIRST USE: 20170305. FIRST USE IN COMMERCE: 20170305
DenyDesigns-3	4/12/17	87408868		IC 021. US 002 013 023 029 030 033 040 050. G & S: Dinnerware, pet feeding and drinking bowls and trays, serving trays, mugs, coffee mugs, cutting boards, coaster sets, coasters, not of paper or textile. FIRST USE: 20170305. FIRST USE IN COMMERCE: 20170305
DenyDesigns-4	4/12/17	87408866		IC 020. US 002 013 022 025 032 050. G & S: Furniture, custom furniture, credenza, desks, coffee table, side table, round table, furniture cubes, pillows, namely, accent pillows, bed pillows, floor pillows, novelty pillows, throw pillows, pet beds, pet pillows, display boards, mirrors, works of art of wood. FIRST USE: 20170305. FIRST USE IN COMMERCE: 20170305
DenyDesigns-5	4/12/17	87408858		IC 024. US 042 050. G & S: Bed sheets, sheet sets, pillow cases, duvet covers, blanket throws, bed blankets, shower curtains, duvets, comforters, fleece blankets, blankets for outdoor use, table napkins of textile, and tapestries of textile. FIRST USE: 20170305. FIRST USE IN COMMERCE: 20170305
DenyDesigns-6	4/12/17	87408853		IC 027. US 019 020 037 042 050. G & S: Rugs. FIRST USE: 20170305. FIRST USE IN COMMERCE: 20170305
DenyDesigns-7	4/12/17	87408846		IC 035. US 100 101 102. G & S: Retail store services featuring home décor and household goods; online retail store services featuring home décor and household goods; online retail store services featuring customized home décor and household goods printed with artwork and designs; promoting the artwork and graphic designs of others by means of a website featuring customizable household items printed with graphic artwork submitted by artists and graphic art designers; online retail store services featuring bed sheets, sheet sets, pillow cases, duvet covers, duvets, comforters, blankets, blanket throws, bed blankets, shower curtains, bath mats, pillows, furniture, mirrors, display boards, jewelry boxes, clocks, rugs, serving trays, cutting boards, table cloths, table runners, placemats, cloth napkin, coffee mugs, dinnerware, pet feeding bowls, prints, wall art, murals, textiles, textile tapestries, headboards, cell

				phone cases and pouches of textile; retail store services featuring bed sheets, sheet sets, pillow cases, duvet covers, duvets, comforters, fleece blankets, blanket throws, bed blankets, shower curtains, bath mats, pillows, furniture, mirrors, display boards, jewelry boxes, clocks, rugs, serving trays, cutting boards, table cloths, table runners, placemats, cloth napkin, coffee mugs, dinnerware, pet feeding bowls, prints, wall art, murals, textiles, textile tapestries, headboards, cell phone cases and pouches of textile. FIRST USE: 20170305. FIRST USE IN COMMERCE: 20170305
DENY designs-original	10/16/12	85277718	4226616	IC 020. US 002 013 022 025 032 050. G & S: Furniture; custom furniture; works of art of wood. FIRST USE: 20110326. FIRST USE IN COMMERCE: 20110326
Blingbox name	3/26/11	85277715	4207894	IC 014. US 002 027 028 050. G & S: Jewelry boxes. FIRST USE: 20110326. FIRST USE IN COMMERCE: 20110326
Blingbox logo	3/26/11	85277717	4268853	IC 014. US 002 027 028 050. G & S: Jewelry boxes. FIRST USE: 20110326. FIRST USE IN COMMERCE: 20110326

2. Domain Names. All ownership, rights, title and interest in the following domain names:

Domain Names	Expiration	Status	Registrar
BLINGBOX.CO	3/17/17	Active	Godaddy
BLINGBOX.NET	9/16/17	Active	Godaddy
DENYDESIGN.BIZ	2/16/19	Active	Godaddy
DENYDESIGN.CO	2/16/19	Active	Godaddy
DENYDESIGN.COM	3/18/18	Active	Godaddy
DENYDESIGN.INFO	2/17/19	Active	Godaddy
DENYDESIGN.ME	2/17/19	Active	Godaddy
DENYDESIGN.MOBI	2/17/19	Active	Godaddy
DENYDESIGN.NET	3/18/18	Active	Godaddy
DENYDESIGN.ORG	2/17/19	Active	Godaddy
DENYDESIGN.BIZ	2/16/19	Active	Godaddy
DENYDESIGNS.CO	2/16/19	Active	Godaddy
DENYDESIGNS.COM	2/16/20	Active	Godaddy
DENYDESIGNS.INFO	2/17/19	Active	Godaddy
DENYDESIGNS.ME	2/17/19	Active	Godaddy
DENYDESIGNS.MOBI	2/17/19	Active	Godaddy
DENYDESIGNS.NET	2/17/19	Active	Godaddy
DENYDESIGNS.ORG	2/17/19	Active	Godaddy
DENYHOME.COM	2/18/18	Active	Godaddy

3. Copyrights. All copyrights, if any, owned by or licensed (with the exception of any Delayed Assets) to Seller and used in the business of Deny Designs, including copyright to the materials owned by or licensed (with the exception of any Delayed Assets) to Seller on the website www.denydesigns.com and all subpages associated with that website.

4. Patents. All ownership, rights, title, and interest in the following patents:

Seller does not have any patents.

5. Social Media Accounts and Registrations. All license rights and any other interests (if any) in the following social media accounts (with exception to any Delayed Assets):

Social Media	URL	Username	Password
Instagram	https://www.instagram.com/denydesigns/	denydesigns	3THkxMjd9Zth
Pinterest	https://www.pinterest.com/denydesigns/	lsnyder@denydesigns.com	8bYvdstVRXBL
Twitter	https://twitter.com/denydesigns	denydesigns	5P6wWStsCFVh
Wanelo	https://wanelo.co/denydesigns	denydesigns	VDPH1HdCpgwP
Tumblr	http://denydesigns.tumblr.com/	lsnyder@denydesigns.com	djnl gTILyBKA
Polyvore	http://denydesigns.polyvore.com/	denydesigns	Cre8tive2000
Reddit	https://www.reddit.com/user/denydesigns/	denydesigns	4PzLNvxWBqI9
YouTube	https://www.youtube.com/channel/UCLsFC6qm9Ux5RUAcg4vNavw	Tied to Google account	
Vimeo	https://vimeo.com/denydesigns	lsnyder@denydesigns.com	Y0UP49p7Bh4a
Facebook	https://www.facebook.com/DenyDesigns	Tied to individual account	

6. **Inbound License Agreements.** All contracts (with exception to any Delayed Assets) listed and fully described on *Exhibit A* under which Seller has been granted any right or license under or with respect to any Licensed IP.
7. **Outbound License Agreements.** All contracts (with exception to any Delayed Assets) listed and fully described on *Exhibit B* under which Seller has granted to any third party any material right to license under or with respect to any Intellectual Property included in the Acquired Assets.
8. **Trade Secrets.** All trade secrets, price lists, and reports associated with the operation of the business of Deny Designs, a Colorado corporation.
9. **Legal Rights.** Claims, causes of action, or judgments insofar as required to protect and defend each of the items listed above.
10. **Responsibilities.** At Buyer's expense, Seller shall cooperate in executing appropriate documents reasonably requested by Buyer to complete formalities for the assignment of the Intellectual Property and recordation of such assignment with the appropriate Governmental Entities.
11. **Recordation.** The parties hereto hereby request and authorize the relevant authority at the United States Patent and Trademark Office, the United States Copyright Office, applicable domain name registrars and/or the applicable authorities or agencies for any other applicable jurisdiction to record Buyer as the assignee and owner of any Intellectual Property so registered.
12. **Waiver.** Seller makes no additional, representation or warranty (express or implied) of any kind other than the representations and warranties expressly made by Seller in the Purchase Agreement.
13. **Amendment and Modification; Waiver.** This Assignment may only be amended, modified and supplemented by written instrument authorized and executed by Seller and Buyer at any time with respect to any of the terms contained herein. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by either party hereto of a breach of any provision of this Assignment shall not operate or be construed as a waiver of any other or subsequent breach.
14. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, including pursuant to the Purchase Agreement.

15. **Governing Law.** This Assignment shall be governed by and construed under the laws of the State of Delaware without regard to any conflicts of laws principles.
16. **Severability.** In the event any provision of this Assignment is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Assignment, which shall be and remain in full force and effect, enforceable in accordance with its terms.
17. **Counterparts.** This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective successors and assigns of the parties.

Signatures on next page

IN WITNESS WHEREOF, Seller and Buyer have caused this Intellectual Property Assignment to be executed and delivered as of the day and year first above written.

SELLER: DENY DESIGNS, A COLORADO CORPORATION

By: _____

Name: _____

Title: _____

BUYER: LEAF GROUP LTD., A DELAWARE CORPORATION

By: _____

Name: Sean Moriarty

Title: Chief Executive Officer

IN WITNESS WHEREOF, Seller and Buyer have caused this Intellectual Property Assignment to be executed and delivered as of the day and year first above written.

SELLER: DENY DESIGNS, A COLORADO CORPORATION

By: _____

Name: _____

Title: _____

BUYER: LEAF GROUP LTD., A DELAWARE CORPORATION

By: _____

Name: _____

Title: _____

Exhibit D- Intellectual Property Assignment

TRADEMARK

REEL: 006058 FRAME: 0853

EXHIBIT A
Inbound License Agreement

1. Artist Agreements set forth on Schedule 3.8(a) to the Purchase Agreement.
2. License Agreement dated November 3, 2016, by and between 4-TELL, Inc. and Deny Designs.

EXHIBIT B
Outbound License Agreements

None.