

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436733

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|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| RESUBMIT DOCUMENT ID: | 900414373 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Sure Fit Home Decor, LLC | FORMERLY Focus Products Group International, LLC | 07/13/2017 | Limited Liability Company: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | SF Home Decor, LLC | | |
| Street Address: | 60 East 42nd St. | | |
| Internal Address: | Suite 1250 | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10165 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3342333 | THE ARC | |
| Registration Number: | 3191529 | THE CRESCENT ROD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3107884471 | | |
| <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: | 310-788-4400 | | |
| Email: | janie.freedman@kattenlaw.com | | |
| Correspondent Name: | Rachel Fisher c/o Katten Muchin Roseman | | |
| Address Line 1: | 2029 Century Park East | | |
| Address Line 2: | Suite 2600 | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90067 | | |
| ATTORNEY DOCKET NUMBER: | 343434-54 | | |
| NAME OF SUBMITTER: | Rachel Fisher | | |
| SIGNATURE: | /Rachel Fisher/ | | |
| DATE SIGNED: | 07/26/2017 | | |

Total Attachments: 10

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WORLDWIDE OMNIBUS ASSIGNMENT OF INTELLECTUAL PROPERTY

This Worldwide Omnibus Assignment of Intellectual Property (this "Assignment") is effective as of July 13, 2017 (the "Effective Date"), and is by and between Sure Fit Home Décor, LLC, an Illinois limited liability company, having offices at 8000 Quarry Road, Alburdis, Pennsylvania, 18011, U.S.A. ("Assignor"), and SF Home Décor, LLC, a Delaware limited liability company, having offices at c/o Centre Lane Partners, LLC, 60 East 42nd Street, Suite 1250, New York, New York 10165, U.S.A. ("Assignee").

WHEREAS, Assignor is the owner of the trademark applications and registrations identified on Schedule A attached hereto and made a part hereof, and all common law rights, if any, arising out of the use of those marks and all goodwill associated therewith (collectively, the "Trademarks"); the domain names identified on Schedule B attached hereto and made a part hereof (collectively, the "Domain Names"); the issued patents and pending patent applications identified on Schedule C attached hereto and made a part hereof (collectively, the "Patents"); and the copyright registrations identified on Schedule D attached hereto and made a part hereof (collectively, the "Copyrights").

WHEREAS, Assignee wishes to acquire all of Assignor's ownership, rights, title and interest in and to the intellectual property identified on Schedule A, Schedule B, Schedule C and Schedule D attached hereto and the goodwill associated therewith, all as more specifically set forth herein.

WHEREAS, Assignor wishes to transfer and assign to Assignee all of Assignor's ownership, rights, title and interest in and to the Trademarks, Domain Names, Patents, Copyrights and the goodwill associated therewith, free and clear of all liens, claims and encumbrances, pursuant to the terms and provisions set forth herein.

NOW, THEREFORE, for good and valuable consideration, as set forth in that certain Asset Purchase Agreement by and between Assignor and Assignee, entered into simultaneously herewith (the "Asset Purchase Agreement"), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, free and clear of all liens, claims and encumbrances, the entire ownership, right, title and interest of Assignor, throughout the world, in and to all of the Trademarks, Domain Names, Patents and Copyrights, together with the goodwill of Assignor's business associated therewith, appurtenant thereto, and symbolized thereby, along with all renewals, reissuances and extensions of rights thereof; together with, in each instance, all income, royalties, damages and payments now or hereafter due or payable with respect to any Trademarks, Domain Names, Patents and/or Copyrights, and all causes of action (whether at law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement of any Trademarks, Domain Names, Patents and/or Copyrights, or any other causes of action related thereto.

2. Following the execution of this Assignment, and at Assignee's reasonable request, Assignor shall take all reasonable steps necessary to effect the transfer of the Trademarks, Domain Names, Patents and Copyrights to Assignee.

3. At Assignee's reasonable request, Assignor shall timely execute and deliver to Assignee any additional consents and further assignment documents that may be required to give full effect to this Assignment. Until such time as all of the assignments of Assignor's intellectual property in all jurisdictions set forth in the annexed Schedules are duly recorded with the responsible government offices (the "Interim Period"), Assignor acknowledges and confirms that Assignee shall, in any event, be deemed to be the owner of the Trademarks, Domain Names, Patents and Copyrights. If it shall be necessary to record this Assignment, or other confirmatory documentation during the Interim Period, or in the event that any of Assignor's intellectual property shall become due for any maintenance filings, renewals or other recordations during the Interim Period, Assignor shall likewise reasonably cooperate with Assignee's requests and hereby consents and grants to Assignee the right to take whatever action is necessary, in Assignee's judgment, and at Assignee's expense, to maintain and enforce all registrations and other filings worldwide. All recordations and filings of this Assignment and any other assignments hereunder shall be made at Assignee's expense.

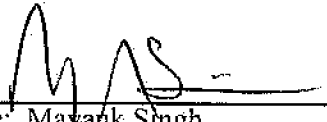
4. This Assignment, together with the Asset Purchase Agreement (and all exhibits thereto) entered into between the parties simultaneously herewith, embodies the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous negotiations, representations, obligations, agreements, or drafts of agreement, whether written or oral, with respect to the matters set forth herein, and there are no agreements, obligations, representations or warranties respecting said subject matter which are not set forth in the Asset Purchase Agreement and/or this Assignment.

5. This Assignment may be executed in any number of exchanged counterparts, whether by facsimile, PDF file or otherwise, each of which will be deemed an original and all of which together will constitute one and the same enforceable instrument.

[Signature Page Follows]

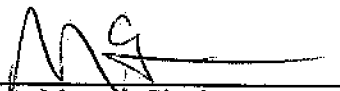
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed in their respective corporate names by a duly authorized officer as of the Effective Date.

SURE FIT HOME DÉCOR, LLC

By: 
Name: Mayank Singh
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

SF HOME DÉCOR, LLC

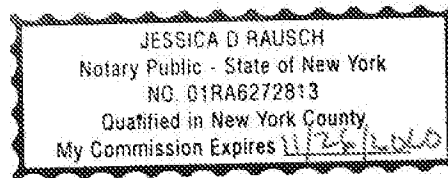
By: 
Name: Mayank Singh
Title: Secretary

STATE OF *New York*)
) ss.:
COUNTY OF *New York*)

ACKNOWLEDGMENT

On this *5th* day of July, 2017, before me came Mayank Singh, who stated that he is the Secretary of Sure Fit Home Décor, LLC, and acknowledged that he executed the above instrument as the act and deed of Sure Fit Home Décor, LLC with full authority to do so.

Jessica D Rausch
Notary Public

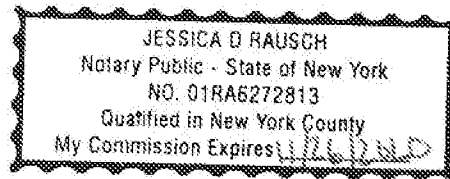


STATE OF *New York*)
) ss.:
COUNTY OF *New York*)

ACKNOWLEDGMENT

On this 5th day of July, 2017, before me came Mayank Singh, who stated that he is the Secretary of SF Home Décor, LLC, and acknowledged that he executed the above instrument as the act and deed of SF Home Décor, LLC with full authority to do so.

Jessica D. Rausch
Notary Public



SCHEDULE A

Trademarks

(a) United States Trademarks

| Country | Trademark | Status | Application Number | Filing Date | Registration Number | Registration Date | Class | Goods |
|--------------------------|------------------|------------|--------------------|-------------|---------------------|-------------------|---------|---------------------|
| United States of America | THE ARC | Registered | 78/586902 | 03/14/2005 | 3342333 | 11/20/2007 | 20 Int. | Shower curtain rods |
| Canada | THE ARC & Design | Registered | 1253798 | 04/12/2005 | TMA699873 | 10/31/2007 | N /A | Shower curtain rods |
| United States of America | THE CRESCENT ROD | Registered | 78/654262 | 06/20/2005 | 3191529 | 01/02/2007 | 20 Int. | Shower rods |

(b) Foreign Trademarks

| Country | Trademark | Status | Application Number | Filing Date | Registration Number | Registration Date | Class | Goods |
|---------------------------|------------------|------------|--------------------|-------------|---------------------|-------------------|---------|---|
| China (People's Republic) | CRESCENT | Registered | 6584321 | 03/07/2008 | 6584321 | 03/28/2010 | 06 Int. | Metal shower curtain rods, metal shower curtain rings, metal clothing and towel hooks, metal rods, metal shelves, metal shelf brackets, and metal racks |
| China (People's Republic) | SENSIBLE STORAGE | Registered | 6584320 | 03/07/2008 | 6584320 | 03/28/2010 | 20 Int. | Shelving (furniture); storage racks (furniture); and non-metallix adjustable, modular shelving units and accessories for shelving and storage racks (non-metallix furniture fittings and parts) |
| Canada | THE ARC & Design | Registered | 1253798 | 04/12/2005 | TMA699873 | 10/31/2007 | N /A | Shower curtain rods |
| Canada | THE CRESCENT ROD | Registered | 1298284 | 04/19/2006 | TMA698050 | 10/09/2007 | N /A | Shower rods |

SCHEDULE B

Domain Names

1. crescentrod.com
2. curvedrod.com
3. curvedshowerrod.com
4. focuspg.com
5. focuspg.net
6. focusproductsgroup.com
7. showerrod.com
8. showersolutions.com
9. arcsandangles.com
10. creativeescapebath.com
11. creativeescapebath.info
12. focusbathgroup.com
13. focusbathgroup.net
14. fpghospitality.com
15. hooklessshowercurtain.net
16. patioarmor.com
17. registerfocus.com
18. registerfocus.net

SCHEDULE C

Patents

| Description | Application No. | Application Date | Publication / Registration No. | Publication / Registration Date | Owner/ Applicant |
|---|-----------------|------------------|--------------------------------|---------------------------------|---|
| ADJUSTABLE CURTAIN ROD ASSEMBLY | 13462332 | 5/2/12 | 8991625 | 3/31/15 | Focus Products Group International, LLC |
| COMBINED CLOTHESLINE AND PAIR OF MOUNTING BRACKETS FOR A SHOWER CURTAIN ROD | 29449459 | 3/15/13 | D722488 | 2/17/15 | Focus Products Group International, LLC |
| ADJUSTABLE CURTAIN ROD | 13490361 | 6/6/12 | 8505749 | 8/13/13 | Focus Products Group International, LLC |
| ADJUSTABLE CURTAIN ROD | 12536110 | 8/5/09 | 8215501 | 7/10/12 | Focus Products Group International, LLC |
| SHOWER ROD BRACKET | 29302729 | 1/23/08 | D590698 | 4/21/09 | Focus Products Group International, LLC |
| SHOWER CURTAIN BAR | 11216286 | 8/31/05 | 7512997 | 4/7/09 | Focus Products Group International, LLC |
| SHOWER ROD BRACKET | 29249411 | 10/5/06 | D567637 | 4/29/08 | Focus Products Group International, LLC |
| SHOWER ROD BRACKET | 29295996 | 10/11/07 | D565395 | 4/1/08 | Focus Products Group International, LLC |

| Description | Application No. | Application Date | Publication / Registration No. | Publication / Registration Date | Owner/ Applicant |
|----------------------------------|-----------------|------------------|--------------------------------|---------------------------------|---|
| SHOWER ROD BRACKET | 29248598 | 8/23/06 | D557590 | 12/18/07 | Focus Products Group International, LLC |
| CURVED SHOWER ROD BRACKET | 29254730 | 2/28/06 | D552455 | 10/9/07 | Focus Products Group International, LLC |
| GRAB BAR FOR SHOWER AND THE LIKE | 10874061 | 6/22/04 | 7124451 | 10/24/06 | Focus Products Group International, LLC |
| SHOWER CURTAIN ROD | 29204011 | 4/23/04 | D498663 | 11/23/04 | Focus Products Group International, LLC |
| SHOWER CURTAIN HOOK | 29185114 | 6/23/03 | D489249 | 5/4/04 | Focus Products Group International, LLC |
| SHOWER ENCLOSURE SYSTEM | 09452775 | 12/2/99 | 6263523 | 7/24/01 | Focus Products Group International, LLC |
| EZ ON RING | Pending | 5/18/17 | | | |

SCHEDULE D

Copyrights

None.