

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM439705

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900414329

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MIDCAP BUSINESS CREDIT LLC		05/24/2017	Limited Liability Company:

**RECEIVING PARTY DATA**

<b>Name:</b>	BHF Décor, LLC
<b>Street Address:</b>	67 Pacella Park Drive
<b>City:</b>	Randolph
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02368
<b>Entity Type:</b>	Limited Liability Company: MASSACHUSETTS

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4499537	ECO METALS
<b>Registration Number:</b>	4043439	ECO WOODS
<b>Registration Number:</b>	2668819	FETCO
<b>Registration Number:</b>	4419787	FRAME EVENT
<b>Registration Number:</b>	1882142	FETCO INTERNATIONAL
<b>Registration Number:</b>	4452177	IT'S YOU
<b>Registration Number:</b>	4485907	TINY MIRACLES
<b>Serial Number:</b>	87100522	HABITAT DÉCOR

**CORRESPONDENCE DATA**

Fax Number: 6172174699

*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.*

Phone: 617-217-4624

Email: IPBoston.Docketing@nelsonmullins.com

Correspondent Name: Nelson Mullins Riley &amp; Scarborough LLP

Address Line 1: One Post Office Square, 30th Floor

Address Line 4: Boston, MASSACHUSETTS 20109-2127

ATTORNEY DOCKET NUMBER: BWS-150

<b>NAME OF SUBMITTER:</b>	Anthony Laurentano
<b>SIGNATURE:</b>	/Anthony Laurentano/
<b>DATE SIGNED:</b>	08/17/2017
<b>Total Attachments: 3</b> source=Assignmentforfiling#page1.tif source=Assignmentforfiling#page2.tif source=Assignmentforfiling#page3.tif	

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of this 24th day of May, 2017 (the "Effective Date"), by and between BHF Décor LLC ("Buyer"), and MidCap Business Credit LLC ("Seller").

### BACKGROUND

Seller maintains a security interest in all of the assets of Fetco Home Décor, Inc., and its subsidiary, Click On It Limited (collectively, the "Debtors"). Debtors have defaulted on their obligations to Seller, and pursuant to Section 9-610 of the Uniform Commercial Code, Seller intends to foreclose upon its security interest in the Assets (as defined below) and to sell to Buyer through a secured party Article 9 sale certain of the assets subject to such security interest at the price and on the other terms and conditions specified in detail below and Buyer wishes to so purchase and acquire such assets from Seller.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

#### 1. Transfer of Assets


1.1 Purchase and Sale of Assets. On the Closing Date (as hereinafter defined), in consideration of the covenants, representations and obligations of Buyer hereunder, and subject to the conditions hereinafter set forth, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, all of Debtors' right, title and interest in and to, and all of Seller's right, title and interest in and to (obtained by Seller upon the execution of its security interest in such assets through a secured party Article 9 sale), the following assets, wherever located (collectively, the "Assets"):

- 1.1.1 Inventory. All supplies, goods, materials, work in process, inventory and stock in trade, including, without limitation, the inventory substantially in the form and quantities set forth on **Exhibit A** attached hereto and tools and dyes located at foreign vendors, on hand at Closing (collectively, the "Inventory"). Seller does not represent or warrant the exact amount or value of the Inventory.
- 1.1.2 Accounts Receivable. All accounts receivable substantially as set forth on **Exhibit B** attached hereto, and all causes of action relating or pertaining thereto (collectively, the "Accounts Receivable"). Seller does not represent or warrant the exact amount, collectability, or value of the Accounts Receivable.
- 1.1.3 Intellectual Property and General Intangibles. All trademark applications, registered trademarks, registered patents, registered copyrights, website and domain names, drawings, designs and general intangibles, including, without limitation, those set forth on **Exhibit C** attached hereto (collectively, the "Intellectual Property"). Seller does not represent or warrant the non-infringement, enforceability, or value of the Intellectual Property.
- 1.1.4 Furniture, Fixtures and Equipment. All furniture, fixtures and equipment set forth on **Exhibit D** attached hereto. Seller does not represent or warrant the exact amount, value, usability, or condition of the furniture, fixtures, and equipment.

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the day and year first above written.

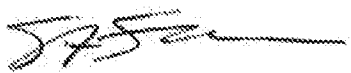
**BUYER:**

BHF DÉCOR LLC, a Massachusetts limited liability company

By:   
Name: Paul Feinstein  
Title: A Manager

**SELLER:**

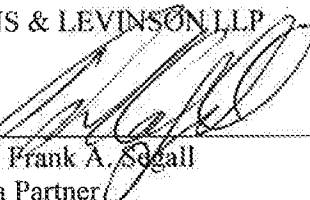
MIDCAP BUSINESS CREDIT LLC

By:   
Name: Steven Samson  
Title: President

*For purposes of Section 2.1.1 and 4.4 only:*

**ESCROW HOLDER:**

BURNS & LEVINSON LLP

By:   
Name: Frank A. Sedgall  
Title: a Partner

**EXHIBIT C**

**INTELLECTUAL PROPERTY AND GENERAL INTANGIBLES**

**Intellectual Property Assets**

Fetco Home Decor, Inc. Registered Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Jurisdiction of Filing</u>
Through the Eyes of a Child	3,036,806	December 27, 2005	US
Funtography	3,107,830	June 20, 2006	US
Eco-Elements	3,784,642	May 4, 2010	US
Fetco Home Decor	2,738,480	July 15, 2003	US
Vintage Woods	2,525,666	January 1, 2002	US
Viewpoints	2,494,784	October 2, 2001	US
Union Square	2,582,757	June 18, 2002	US
Serenade	2,500,751	October 23, 2001	US
S Studio Eighty-Four	2,144,717	March 17, 1998	US
S Studio Eighty-Four	2,174,702	July 21, 1998	US
Fetco International	1,882,142	March 7, 1995	US
Eco Metals	4,499,537	March 18, 2014	US
Eco Woods	4,043,439	October 18, 2011	US
Fetco	2,668,819	December 31, 2002	US
Frame Event	4,419,787	October 15, 2013	US
It's You	4,452,177	December 17, 2013	US
Tiny Miracles	4,485,907	February 18, 2014	US

<u>Trademark Application</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Jurisdiction of Filing</u>
Habitat Décor	87/100522	July 12, 2016	US

Fetco Home Decor, Inc. Patents

<u>Patent Title</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Expiration Date</u>	<u>Jurisdiction of Filing</u>
Photo Table	D 437,504	2/13/2001	2/13/2015	US
Free Standing Photo Album	D 421,463	3/7/2000	3/7/2014	US
Suspended Picture Frame (Application Filed)	D 409,845	5/18/1999	5/18/2013	US