

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM453483

|   |  |                                       |                    |
|---|--|---------------------------------------|--------------------|
| <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> |
| Atlanta Fixture and Sales Co., Inc. (also known as Atlanta Fixture & Sales Company, Inc., Atlanta Fixture & Sales, Co., and Atlanta Fixture and Sales Company, Inc.)                            |  | 11/16/2017                            | Corporation:       |
| <b>RECEIVING PARTY DATA</b>   |  |                                       |                    |
| <b>Name:</b>  | AFS Acquisition, LLC                               |                                       |                    |
| <b>Street Address:</b>  | 9807 Adam Don Parkway                              |                                       |                    |
| <b>City:</b>  | Woodridge  |                                       |                    |
| <b>State/Country:</b>   | ILLINOIS   |                                       |                    |
| <b>Postal Code:</b>   | 60517  |                                       |                    |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                |                                       |                    |
| <b>PROPERTY NUMBERS Total: 3</b>  |  |                                       |                    |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>                      |                    |
| <b>Registration Number:</b>   | 3098019  | AF                                    |                    |
| <b>Registration Number:</b>   | 1452663  | AF                                    |                    |
| <b>Registration Number:</b>   | 3084544  | ATLANTA FIXTURE & SALES COMPANY, INC. |                    |
| <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>   | 3126063205   |                                       |                    |
| <b>Email:</b>   | igorska@hmbllaw.com                                |                                       |                    |
| <b>Correspondent Name:</b>  | Keith H. Berk                                      |                                       |                    |
| <b>Address Line 1:</b>  | 500 W. Madison St., Suite 3700                     |                                       |                    |
| <b>Address Line 4:</b>  | Chicago, ILLINOIS 60661                            |                                       |                    |
| <b>NAME OF SUBMITTER:</b>   | Ronald Bruck                                       |                                       |                    |
| <b>SIGNATURE:</b>   | /s/ Ronald Bruck                                   |                                       |                    |
| <b>DATE SIGNED:</b>   | 12/06/2017   |                                       |                    |
| <b>Total Attachments: 6</b>   |  |                                       |                    |

OP \$90.00 3098019

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the “Agreement”) is dated as of November 16, 2017 (the “Effective Date”), by and between AFS Acquisition, LLC, a Delaware limited liability company (“Buyer”), and Atlanta Fixture & Sales Co, Inc. (also known as Atlanta Fixture & Sales Company, Inc., Atlanta Fixture & Sales, Co., and Atlanta Fixture and Sales Company, Inc.), a Georgia corporation (“Seller”).

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement, by and among the Buyer, Seller, and other parties thereto, dated the date hereof (the “Purchase Agreement”), whereby Buyer shall purchase, and Seller shall sell, the Acquired Assets, upon the terms and conditions specified therein (capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement); and

WHEREAS, Seller is willing to assign all rights it may have in and to the intellectual property used by Seller on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are hereby incorporated into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment.

(a) Effective as of the effective time of the Closing, Seller hereby irrevocably sells, transfers, assigns, sets over and conveys to Buyer, its successors and assigns, free and clear of all Liens (other than the Lien filed by Leaf Capital Funding, LLC in connection with the capital lease of phone equipment, as specified on Schedule 3.6 of the Purchase Agreement), all of Seller’s right, title and interest, of every kind and nature, legal and equitable, in and to (in the United States and all foreign countries) all work and all intellectual property rights included among the Acquired Assets, including, without limitation, all registered and unregistered intellectual property rights arising under the Laws of any jurisdiction of the world, including all of the following items: (i) patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice) and any reissue, continuation, continuation-in-part, division, revision, extension or reexamination thereof; (ii) trademarks, service marks, industrial designs, trade dress, internet domain names and web sites, logos, topographies, trade names and corporate names; registered and unregistered copyrights, copyrightable works and mask works; (iii) all registrations, applications and renewals for any of the foregoing; (iv) trade secrets and confidential information (including ideas, formulae, processes, compositions, know-how, algorithms, workflows, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial, business and marketing plans, and customer and supplier lists and related information); (v) software (including object code and source code), data, and databases; and (vi) other proprietary rights (collectively, the “Proprietary Rights”). As of the effective time of the Closing, Seller further hereby sells, transfers, assigns, sets over and conveys to Buyer, its successors and assigns, all of Seller’s right to file patent, copyright and trademark applications in the United

States and throughout the world for the Proprietary Rights in the name of Buyer, its successors and assigns. As of the effective time of the Closing, Seller further hereby sells, transfers, assigns, sets over and conveys to Buyer, and Buyer's successors and assigns, all proceeds of infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world for the rights to the Proprietary Rights assigned herein.

(b) Schedule 1 sets forth those patented or actively registered Proprietary Rights and pending patent applications or other applications for registration of Proprietary Rights hereby sold, transferred, assigned, set over and conveyed to Buyer.

2. Covenant. Seller (at Buyer's expense) shall provide Buyer with all such assistance as it may reasonably require for the full utilization of the rights granted in Section 1 of this Agreement, including, without limitation, upon request by Buyer to execute any further documents or instruments reasonably necessary to carry out the purposes or intent of this Agreement.

3. Purchase Agreement. This Agreement is entered into pursuant to and is subject to all of the terms of the Purchase Agreement, and nothing herein shall be deemed to modify any of the representations, covenants, agreements, warranties and obligations of the parties thereunder. In the event of any conflict or inconsistency between the terms, provisions and conditions of this Agreement and the Purchase Agreement, the terms, provisions and conditions of the Purchase Agreement shall govern.

4. Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person, other than the parties to this Agreement and their respective permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

5. Further Assurances. Each of the parties to this Agreement agrees to execute and deliver such other instruments or documents and take such other actions as shall be reasonably necessary to carry out the purposes and intent of this Agreement.

6. Governing Law. This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the Laws of the State of Delaware, without giving effect to provisions thereof regarding conflict of Laws. Each party hereby irrevocably submits to the exclusive jurisdiction of the state or federal courts located in Wilmington, Delaware, in respect of any claim relating to the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, or otherwise in respect of the transactions contemplated hereby and thereby, and hereby waives, and agrees not to assert, as a defense in any Proceeding in which any such claim is made that it is not subject thereto or that such Proceeding may not be brought or is not maintainable in such courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts.

7. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law or rule in any jurisdiction, in any respect, such invalidity shall not affect the validity, legality and enforceability of any other provision or any other jurisdiction and, the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby, all of which shall remain in full force and effect, and the affected term or provision shall be modified to the minimum extent permitted by Law so as to achieve most fully the intention of this Agreement.

8. Headings. The subject headings of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

9. Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided that neither this Agreement nor any of the covenants and agreements herein or rights, interests or obligations hereunder may be assigned or delegated by Seller, without the prior written consent of Buyer, and neither this Agreement nor any of the covenants and agreements herein or rights, interests or obligations hereunder may be assigned or delegated by Buyer without the prior written consent of Seller; provided further that Buyer may assign its rights under this Agreement to (a) any Affiliate of Buyer, (b) any purchaser of all or substantially all of the assets of Buyer or (c) to lenders of Buyer as collateral security for borrowings, at any time whether prior to or following the Closing Date; and in each such case Buyer will nonetheless remain primarily liable for all of its obligations hereunder.

10. Counterparts. This Agreement may be executed in one or more counterparts (including by means of telecopied signature pages or signature pages delivery by electronic transmission in portable document format (pdf)), each of which shall be deemed an original but all of which together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other (including by facsimile or electronic mail transmission).

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the undersigned have executed this Proprietary Rights Assignment Agreement on and as of the date first indicated above.

**BUYER:**

**AFS ACQUISITION, LLC**

By:   
Name: James P. Jones  
Its: Executive Vice President

**SELLER:**

**ATLANTA FIXTURE & SALES CO., INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Proprietary Rights Assignment Agreement on and as of the date first indicated above.


**BUYER:**

**AFS ACQUISITION, LLC**

By: \_\_\_\_\_  
Name: James P. Jones  
Its: Executive Vice President

**SELLER:**

**ATLANTA FIXTURE & SALES CO., INC.**

By:  \_\_\_\_\_  
Name: Ronald Bruck  
Its: President

[Signature Page to Intellectual Property Assignment Agreement]

**TRADEMARK**  
**REEL: 006222 FRAME: 0562**

## **Schedule 1**

### **Registered Trademarks:**

1. AF & Chef Design, Registration No. 3098019
2. AF & Design Registration No. 1452663
3. Atlanta Fixture & Sales Company, Inc., Registration No. 3084544