

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455929

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rio Home Fashions, Inc.		12/14/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Dreamcloud Holdings LLC		
Street Address:	2000 University Ave.		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94303		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4064244	DREAM CLOUD	
CORRESPONDENCE DATA			
Fax Number:	6509385200		
<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:	(650) 988-8500		
Email:	trademarks@fenwick.com, jdueck@fenwick.com		
Correspondent Name:	Karen A. Webb		
Address Line 1:	801 California Street		
Address Line 2:	Silicon Valley Center		
Address Line 4:	Mountain View, CALIFORNIA 94041-1990		
ATTORNEY DOCKET NUMBER:	34452-00070-1409		
NAME OF SUBMITTER:	Karen A. Webb		
SIGNATURE:	/kaw/		
DATE SIGNED:	12/26/2017		
Total Attachments: 2			
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EXHIBIT A

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT (this "Agreement") is made and entered into by and between Dreamcloud Holdings LLC, a Delaware limited liability corporation with an address of 2000 University Ave., Palo Alto CA 94303 ("Assignee"), and Rio Home Fashions, Inc., a California corporation with an address of 11936 Altamar Place, Santa Fe Springs, CA 90670 ("Assignor"). Each of the parties may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the DREAM CLOUD trademark, together with the common law rights and goodwill associated therewith, including U.S. Reg. No. 4064244, (the "DREAM CLOUD Mark"); and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the DREAM CLOUD Mark, together with the common law rights and goodwill associated therewith.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in the DREAM CLOUD Mark, including the common law rights and goodwill associated therewith, together with the right to sue for and collect upon all claims for profits and damages as a result of past infringement of the DREAM CLOUD Mark, if any, in each case whether now existing or hereafter created, together with the proceeds thereof.

Assignor, on and after the Effective Date of this Agreement, shall at the reasonable request and the expense of Assignee: (a) execute and deliver or cause to be delivered any documents and further instruments of assignment consistent with the present assignment and that may be reasonably required to evidence or effectuate the assignment of the DREAM CLOUD Mark, and (b) take or cause to be taken all such other actions, as may reasonably be deemed necessary or desirable in order for Assignee to obtain the full benefits of the present assignment of the DREAM CLOUD Mark and to maintain and enforce the DREAM CLOUD Mark in all jurisdictions. The terms and covenants of this assignment shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon Assignor and its assigns.

Assignor hereby covenants that it has full right to convey the entire interest herein assigned. Each party represents that it has the power and authority to enter into this Agreement. If any term of this Agreement is held void, voidable, invalid, inoperative or unenforceable for any reason, the remainder of such term shall be amended to achieve as closely as possible the effect of the original term, and all other terms shall continue in full force and effect.

This Agreement shall be deemed effective as of December 14, 2017 (the "Effective Date"). It may be executed in any number of identical counterparts, each of which shall be

deemed an original, but all of which when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this assignment by its officers and representatives thereunto duly authorized.

ASSIGNOR

By: DocuSigned by:

755CF32026064E0...
Name: Glen Sun
Title: President
Date: 12/14/2017

ASSIGNEE

By: DocuSigned by:

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Name: Craig Schmeizer
Title: Managing Member
Date: 12/17/2017