

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460945

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE ROBERT ALLEN DURALEE GROUP, LLC		02/05/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	THE ROBERT ALLEN DURALEE GROUP FURNITURE, LLC		
Street Address:	49 WIRERLESS BLVD.		
Internal Address:	STE. 150		
City:	HAUPPAUGE		
State/Country:	NEW YORK		
Postal Code:	11788		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2990342	DURALEE FURNITURE	
Registration Number:	4866202	DURALEE	
Registration Number:	4866189	DF	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(516) 393-5960		
Email:	Alan.Sack@SACK-IP.com, IP.docket@SACK-IP.com		
Correspondent Name:	Alan M Sack, SACK IP Law p.c.		
Address Line 1:	6800 Jericho Turnpike		
Address Line 2:	Suite 120W		
Address Line 4:	Syosset, NEW YORK 11791		
NAME OF SUBMITTER:	Alan M. Sack		
SIGNATURE:	/Alan M. Sack/		
DATE SIGNED:	02/05/2018		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between The Robert Allen Duralee Group, LLC ("Assignor") and The Robert Allen Duralee Group Furniture, LLC ("Assignee").

WHEREAS, Assignor is the owner of the actual trademarks identified as follows:

DURALEE FURNITURE (in IC 020), US Reg. No. 2,990,342;

DURALEE (in IC 020), US Reg. No. 4,866,202; and

DF (stylized) (in IC 020), US Reg. No. 4,866,189;

(the "Trademarks"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademarks in perpetuity;

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.
2. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$10 and other valuable consideration, payable on the date of execution of this Agreement.
3. Representations and Warranties. Assignor represents and warrants to Assignee:
 - (a) Assignor has the right, power and authority to enter into this Agreement;
 - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
 - (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
 - (d) The Trademarks do not infringe the rights of any person or entity;
 - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
 - (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining to this Agreement; and
 - (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms, except as explicitly mentioned in this Agreement.

5. Amendment. This Agreement may be amended only by a written agreement signed by both parties, which explicitly modifies and adjoins this agreement.

6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

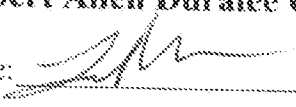
7. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

8. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of Suffolk County and the State of New York.

9. Effective Date. This Agreement shall be effective on the date it is executed by the parties and Notarized, on the date set forth below:

For ASSIGNOR:

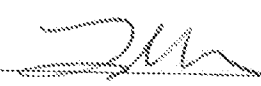
The Robert Allen Duralee Group, LLC.

Signature: 

Lee Silberman
Chief Executive Officer

For ASSIGNEE:

The Robert Allen Duralee Group Furniture, LLC.

Signature: 

Lee Silberman
Chief Executive Officer

Dated: February 5, 2018

NOTARIZATION FORM

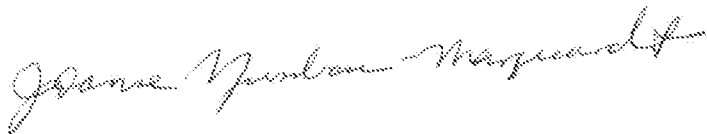
State of New York:

County of Suffolk:

On February 5th, 2018 before me, Joanne Nussbaum Marquardt notary, personally appeared Mr. Lee Silberman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the entities upon behalf of which the he acted, executed the instrument.

Witness my hand and official seal.

Signature:



Notary

JOANNE D. NUSSBAUM MARQUARDT
Notary Public, State of New York
No. 01NUS103626
Qualified in Suffolk County
Commission Expires January 5, 2020