

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461333

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carl's Patio Acquisition, LLC		01/22/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Carls Patio Outdoor Inc.		
Street Address:	400 Perimeter Center Terrace, Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30346		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5006431	HABERDASHERY OUTDOOR	
Registration Number:	4982977		
Registration Number:	4264143	FIFTH & SHORE	
CORRESPONDENCE DATA			
Fax Number:	4142713552		
<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:	4142775000		
Email:	tm-dept@quarles.com		
Correspondent Name:	Cheryl M. Smukowski		
Address Line 1:	411 East Wisconsin Avenue		
Address Line 2:	Quarles & Brady LLP		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	138206.00553		
NAME OF SUBMITTER:	Cheryl M. Smukowski		
SIGNATURE:	/cms/		
DATE SIGNED:	02/07/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the “**Assignment**”) is made and entered into as of the 22nd day of January, 2018, by Carl’s Patio Acquisition, LLC, a Delaware limited liability company with its principal place of business at 501 103rd Avenue N., #100 Royal Palm Beach, Florida 33411 (“**Assignor**”), and **Carl’s Patio Outdoor Inc.**, a Nevada corporation with its principal place of business at 400 Perimeter Center Terrace, Suite 800, Atlanta GA 30346 (“**Assignee**”) (individually, a “**Party**” and collectively, the “**Parties**”).

WHEREAS, Assignor is the owner of the trademarks and associated federal and state trademark registrations identified on Schedule A attached hereto (the “**Trademarks**”), along with (i) all US and foreign trademark rights, including the right to claim priority based on the filing date of the trademark applications for the Trademarks under the Paris Convention for the Protection of Industrial Property and all other treaties of like purposes, (ii) all business associated with such Trademarks, and (iii) the goodwill of the business connected with the use of such Trademarks and symbolized thereby;

WHEREAS, Assignor and Assignee entered into a certain Asset Purchase Agreement dated as of January 22, 2018 (the “**Purchase Agreement**”), whereby Assignor agreed to transfer to Assignee all of its right, title and interest in and to the Trademarks, along with all business associated with the Trademarks and the good will of the business connected therewith, and the right to sue, obtain relief and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements of the Trademarks;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to execute and deliver to Assignee this Trademark Assignment for recordation with the United States Patent and Trademark Office;

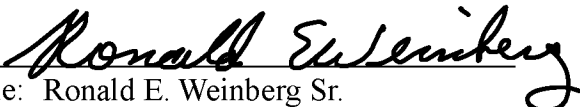
NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Trademarks, subject to and on the terms and conditions set forth in the Purchase Agreement, including (1) all trademarks, pending applications for registration of trademarks, and issued registrations of trademarks related to the Trademarks, together with the goodwill of the business connected with the use of the Trademarks and symbolized by the Trademarks; (2) all rights to causes of action and remedies related to the Trademarks including, without limitation, the right to sue, obtain relief and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringement of rights related to the foregoing; and (3) any and all other rights and interests arising out of, in connection with, or in relation to the Trademarks, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

[Signatures appear on next page]

Executed as of the date first above written.

ASSIGNOR:

CARL'S PATIO ACQUISITION, LLC ,

By: 
Name: Ronald E. Weinberg Sr.
Its: Chairman/
CEO

ASSIGNEE:

CARL'S PATIO OUTDOOR INC.

By: _____
Name: Peter Weitzner
Title: Vice President

Executed as of the date first above written.

ASSIGNOR:

CARL'S PATIO ACQUISITION, LLC ,

By: _____

Name:

Its:

ASSIGNEE:

CARLS PATIO OUTDOOR INC.

BY: _____

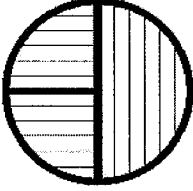
NAME: PETER WEITZNER

ITS: VICE PRESIDENT

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006268 FRAME: 0664

SCHEDULE A

Mark	Jurisdiction	Reg. No.	Reg. Date
HABERDASHERY OUTDOOR	US	5006431	July 26, 2016
	US	4982977	June 21, 2016
FIFTH & SHORE	US	4264143	December 25, 2012