# 87479612

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM462477

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cheyenne Industries, LLC		12/21/2017	Limited Liability Company: ARKANSAS

### **RECEIVING PARTY DATA**

Name:	Cheyenne Products LLC		
Street Address:	7900 N. University Dr.		
Internal Address:	#202		
City:	Tamarac		
State/Country:	FLORIDA		
Postal Code:	33321		
Entity Type:	Limited Liability Company: DELAWARE		

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Serial Number:	87479612	CHEYENNE	
Serial Number:	87713836	SILVERWOOD FURNITURE REIMAGINED	

### **CORRESPONDENCE DATA**

Fax Number: 3128622200

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: 3128628738

Email: michelle.nowicki@kirkland.com

**Correspondent Name:** Michelle Nowicki Address Line 1: 300 N. LaSalle Address Line 2: Kirkland & Ellis LLP Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	42900-2
NAME OF SUBMITTER:	Michelle Nowicki
SIGNATURE:	/Michelle Nowicki/
DATE SIGNED:	02/16/2018

**Total Attachments: 5** 

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### TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT** (this "<u>Assignment</u>") effective as of December 21, 2017 ("<u>Effective Date</u>"), by and between Cheyenne Industries, LLC, an Arkansas limited liability company ("<u>Assignor</u>") and Cheyenne Products LLC, a Delaware limited liability company ("<u>Assignee</u>").

WHEREAS, the Assignor and Assignee, together with certain other parties, have entered into that certain Assignment and Bill of Sale, dated and effective as of the Effective Date (the "Assignment and Bill of Sale"), pursuant to which the Assignor sold, assigned, transferred, conveyed, and delivered its right, title, and interest in and to certain intellectual property to Assignee, including the trademark registrations and applications for registration set forth on Exhibit A attached hereto and incorporated herein by reference; and

**WHEREAS**, the parties desire to execute this Assignment pursuant to the terms and conditions of the Assignment and Assumption Agreement, for filing with the United States Patent and Trademark Office ("<u>USPTO</u>") and the equivalent entities or agencies in any applicable foreign countries.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. <u>Assignment</u>. Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to Assignee all of Assignor's right, title, and interest in and to the trademark registrations and applications for registration set forth on <u>Exhibit A</u>, together with all (i) unregistered or common law rights in or with respect to any of the foregoing in any jurisdiction, (ii) goodwill associated with each of the foregoing, and (iii) income, royalties, damages and payments now or hereafter due or payable (including damages and payments for past, current, or future infringements or dilutions) with respect thereto, the right to sue and recover for all past, current, or future infringements or dilutions thereof, and any and all corresponding rights that, now or hereafter, may be secured throughout the world with respect thereto. Each Assignor hereby authorizes the Commissioner of Patents and Trademarks in the USPTO and the equivalent entities in any applicable foreign countries to record Assignee as the assignee of such registrations and applications.
- 2. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile machine or electronic mail (including PDF) shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Neither party hereto shall raise the use of a facsimile machine or electronic mail (including PDF) to deliver a signature or the fact that any signature was transmitted or communicated through the use of facsimile machine or electronic mail (including PDF) as a defense to the formation of a contract and each such party forever waives any such defense.

TRADEMARK REEL: 006275 FRAME: 0629 3. <u>Governing Law</u>. All issues and questions concerning the construction, validity, interpretation and enforceability of this Assignment shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

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IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered as of the date first set forth above.

## ASSIGNOR:

CHEYENNE INDUSTRIES, LLC

By: Name: Ryan Miller

Its: President

ASSIGNEE:

CHEYENNE PRODUCTS LLC

Name: Gary Golden Its: Vice Mesidem and Secretary

# Exhibit A

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record
CHEYENNE	US	87479612 6/7/2017	_	Cheyenne Industries, LLC formerly Cheyenne Industries, Inc.
SILVERWOOD FURNITURE REIMAGINED	U.S.	87713836 12/8/2017	_	Cheyenne Industries, LLC formerly Cheyenne Industries, Inc.
CHEYENNE	China	10781241	10781241	Cheyenne Industries,
PRODUCTS, LLC		4/17/2012	6/28/2013	LLC
CHEYENNE	China	10781242	10781242	Cheyenne Industries,
PRODUCTS, LLC		4/17/2012	6/28/2013	LLC
CHEYENNE	China	10781244 4/17/2012	10781244 6/28/2013	Cheyenne Industries, LLC
CHEYENNE	China	10781245	10781245	Cheyenne Industries,
INDUSTRIES, LLC		4/17/2012	6/28/2013	LLC
CHEYENNE	China	10781246	10781246	Cheyenne Industries,
INDUSTRIES, LLC		4/17/2012	6/28/2013	LLC

**RECORDED: 02/16/2018** 

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