# CH \$215.00 5438860

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ic Version v1.1 ETAS ID: TM496477

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

### **CONVEYING PARTY DATA**

Name	Formerly	ormerly Execution Date Entity	
Snap Drape Brands, LLC			Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	CFS Brands, LLC		
Street Address:	1711 East Hefner Road		
City:	Oklahoma City		
State/Country:	OKLAHOMA		
Postal Code:	73131		
Entity Type:	Limited Liability Company: DELAWARE		

### **PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark		
Registration Number:	5438860	SNAP DRAPE BRANDS PERFECTLY PRESENTED		
Registration Number:	3478583	SNAP DRAPE		
Registration Number:	1314641	SNAP.DRAPE		
Registration Number:	4705579	CITYSCAPE		
Registration Number:	4940097	URBAN NATURALS		
Registration Number:	4940096	FARM STRIPE		
Registration Number:	5267313	TABLE IN A SNAP		
Registration Number:	5352009	SECURITY IN A SNAP		

## CORRESPONDENCE DATA

**Fax Number:** 4155911400

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:** 415-591-1000

**Email:** trademarksSF@winston.com

Correspondent Name: Becky L. Troutman, c/o Winston & Strawn

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	016912.00003
NAME OF SUBMITTER:	Sandra Owen

TRADEMARK 900472446 REEL: 006473 FRAME: 0653

SIGNATURE: /Sandra Owen/		
<b>DATE SIGNED:</b> 11/01/2018		
Total Attachments: 4		
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TRADEMARK REEL: 006473 FRAME: 0654

### TRADEMARK ASSIGNMENT

This Trademark Assignment (this "<u>Assignment</u>"), dated as of October 31, 2018, is being executed by Snap Drape Brands, LLC, a Delaware limited liability company ("<u>Assignor</u>"), in favor of CFS Brands, LLC, a Delaware limited liability company ("<u>Assignee</u>").

WHEREAS, Assignor is the owner of the trademarks set forth on <u>Schedule A</u> hereto (collectively, the "Assigned Trademarks"); and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to accept the assignment of, all right, title and interest of Assignor in and to the Assigned Trademarks.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- 1. <u>Assignment</u>. Effective as of the date hereof, Assignor hereby transfers, assigns, conveys and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the Assigned Trademarks, including any and all associated: (i) goodwill symbolized thereby; (ii) rights to sue for past, present and future infringements, including the right to settle suits involving claims and demands for royalties owing; and (iii) rights to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns and legal representatives.
- 2. <u>Further Assurances</u>. Assignor hereby covenants and agrees to execute such further and confirmatory assignments in recordable form as Assignee may reasonably request to the extent necessary to vest record title of the Assigned Trademarks in Assignee.
- 3. <u>Successors and Assigns</u>. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
- 4. <u>Governing Law</u>. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware (without regard to principles of conflicts of law)
- 5. <u>Counterparts</u>. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.
- 6. Terms of the Asset Purchase Agreement. Each of Assignor and Assignee acknowledges and agrees that the representations, warranties, covenants, agreements, indemnities and other terms contained in the Asset Purchase Agreement by and between Assignor and Assignee dated as of the date hereof (the "Asset Purchase Agreement") shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. Nothing in this Agreement, express or implied, is intended to or shall be construed to in any way modify, expand or limit the terms of the Asset Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern.

[Signature page follows.]

TRADEMARK REEL: 006473 FRAME: 0655 Each of the parties has executed this Assignment as of the date first set forth above.

SNAP DRAPE INTERNATIONAL INC.	CFS BRANDS, LLC
	::.
By:	By:
Named Rosen Freezess	Name:
Title:	Title:

[Signature Page to Trademark Assignment Agreement]

Each of the parties has executed this Assignment as of the date first set forth above.

SNAP DRAPE BRANDS, LLC	CFS BRANDS, LLC
	01101
By:	By: 1 10/4 1274
Name:	Name: Peter A. Stressman
Title:	Title: VP of Finance and Asst. Secretary

# **SCHEDULE A**

# ASSIGNED TRADEMARKS

Mark	Record Owner	Country	Registration No.	Registration Date	Status
SNAP DRAPE BRANDS PERFECTLY PRESENTED & DESIGN	Snap Drape Brands, LLC	USA	5438860	4/3/2018	Registered
SNAP DRAPE	Snap Drape Brands, LLC	USA	3478583	8/5/2008	Registered
SNAP DRAPE & DESIGN	Snap Drape Brands, LLC	USA	1314641	1/15/1985	Registered
CITYSCAPE	Snap Drape Brands, LLC	USA	4705579	3/17/2015	Registered
URBAN NATURALS	Snap Drape Brands, LLC	USA	4940097	4/19/2016	Registered
FARM STRIPE	Snap Drape Brands, LLC	USA	4940096	4/19/2016	Registered
TABLE IN A SNAP	Snap Drape Brands, LLC	USA	5267313	8/15/2017	Registered
SECURITY IN A SNAP	Snap Drape Brands, LLC	USA	5352009	12/5/2017	Registered

**RECORDED: 11/01/2018** 

TRADEMARK REEL: 006473 FRAME: 0658