

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499593

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HHG Global Designs LLC		11/08/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HHG IPCo, LLC		
Street Address:	1411 Broadway, Fourth Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	2777319	ATTIC HEIRLOOMS	
Registration Number:	1319405	BROYHILL	
Registration Number:	1446458	BROYHILL	
Registration Number:	0658809	BROYHILL	
Registration Number:	4422791	BROYHILL	
Registration Number:	4240270	BROYHILL	
Registration Number:	2509955	BROYHILL LEATHER	
Registration Number:	5515388	BROYHILL NO WORRIES	
Registration Number:	5462558	BROYHILL	
Serial Number:	87943068	BURTON PARK	
Registration Number:	5233212	CLOUD 44	
Registration Number:	1761401		
Registration Number:	4422790		
Serial Number:	87753243	SIMPLY ENTERTAINING BY BROYHILL	
Serial Number:	87403510	SPRING DOWN BY BROYHILL	
Serial Number:	87403497	SPRING DOWN BY BROYHILL	
Serial Number:	87036729	TANNER'S CHOICE	
Serial Number:	73646308	THE GOOD NIGHT SLEEPER BY BROYHILL	

OP \$465.00 2777319

CORRESPONDENCE DATA**Fax Number:**

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: 6464909839
Email: trademark@abg-nyc.com
Correspondent Name: Bridgette Fitzpatrick
Address Line 1: 1411 Broadway, Fourth Floor
Address Line 4: New York, NEW YORK 10018

NAME OF SUBMITTER:	Bridgette Fitzpatrick
SIGNATURE:	/Bridgette Fitzpatrick/
DATE SIGNED:	11/27/2018

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made as of this 8th day of November, 2018, by and among HERITAGE HOME GROUP LLC, a Delaware limited liability company ("HHG"), and HHG GLOBAL DESIGNS LLC, a Delaware limited liability company ("HHG-GD") and together with HHG, collectively, the "Assignors") and HHG IPCo, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement (as hereinafter defined).

WHEREAS, Assignors and Assignee have executed and delivered an Asset Purchase Agreement, dated as of August 30, 2018 (the "Asset Purchase Agreement"), pursuant to which Assignee will purchase the Acquired Assets of Assignors, including Intellectual Property Assets and associated goodwill, which includes the United States registered trademarks listed on Schedule A hereto (the "Transferred Marks") and the goodwill associated therewith.

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. On the terms and subject to the conditions set forth in the Asset Purchase Agreement, Assignors hereby sell, convey, transfer, assign, and deliver to Assignee all right, title, and interest of Assignors in and to the Transferred Marks, together with the goodwill of the business in connection with which the Transferred Marks are used, and all registrations and applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment had not been made, together with all income, royalties, or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Transferred Marks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors or assigns, and any other rights, privileges, claims, and causes of action relating or pertaining to the Transferred Marks, free and clear of all security interests, mortgages, liens, pledges, conditional sales or lease agreements, charges, claims or encumbrances.

2. Further Assurances. Assignors shall, without further consideration, comply with any reasonable request by Assignee to execute and deliver promptly any additional documents as may be necessary in order to give effect to the assignment reflected herein. Such additional documents shall be effective as of the date hereof, if applicable, and may include, without limitation, additional assignment documents required by the United States Patent and Trademark Office; agreed amendments to Schedule A to correct any inaccuracies or misstatements therein; any other documents necessary to further clarify or confirm the assignment and conveyance of the Transferred Marks; and any and all affidavits, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required in connection with: (a) preparation and prosecution of any application for registration or renewal of a registration covering any of the Transferred Marks; (b) prosecution or defense of any cancellation, opposition, infringement, or other proceedings that may arise in connection with

any of the Transferred Marks, including without limitation, testifying as to any facts relating to the Transferred Marks and this Agreement; and (c) obtaining any additional trademark protection for the Transferred Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, in each case at Assignee's cost and expense.

3. No Use of Transferred Marks by Assignors. Assignors, for themselves and on behalf of Assignors' respective successors and assigns, covenant not to use, apply for, or register any of the Transferred Marks or use, apply for, or register any variation of the Transferred Marks or any word, design, domain name, or logo likely to be similar or confusingly similar with the Transferred Marks, for any purpose in the United States.

4. No Third Party Beneficiaries. This Agreement is not intended to, and shall not, confer upon any other person except the parties hereto any rights or remedies hereunder.

5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed and original, but all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other customary means of electronic submission (e.g., .pdf) shall be deemed binding for all purposes hereof, without delivery of an original signature page being thereafter required.

6. Governing Law.

(a) This Agreement will be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE INSTITUTED IN THE BANKRUPTCY COURT AND, TO THE EXTENT THE BANKRUPTCY COURT DOES NOT HAVE OR DOES NOT ACCEPT JURISDICTION TO ADJUDICATE SUCH MATTER MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF DELAWARE IN EACH CASE LOCATED IN NEW CASTLE COUNTY, STATE OF DELAWARE. EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF EACH SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN WILL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION, OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5(c).

[Signature page follows]

IN WITNESS WHEREOF, the undersigned hereby execute this Trademark Assignment Agreement the day and year first above written.

ASSIGNEE:

HHG IPCO, LLC

By: _____
Name:
Title:

ASSIGNORS:

HERITAGE HOME GROUP LLC

By:  _____
Name: Robert Albergotti
Title: Chief Restructuring Officer

HHG GLOBAL DESIGNS LLC

By:  _____
Name: Robert Albergotti
Title: Chief Restructuring Officer

SCHEDULE A

01:23816686.1

TRADEMARK
REEL: 006489 FRAME: 0008

SCHEDULE A

TRADEMARK	APPLICATION NO	REGISTRATION NO	INT. CLASSES	TRADEMARK STATUS
ATTIC HEIRLOOMS	76339717	2777319	20	Registered
BROYHILL	73465530	1319405	20	Registered
BROYHILL	73630088	1446458	20	Registered
BROYHILL	72034911	658809	20	Registered
BROYHILL	85670243	4422791	2, 3	Registered
BROYHILL	85399858	4240270	11, 20, 27	Registered
BROYHILL LEATHER	76188785	2509955	20	Registered
BROYHILL NO WORRIES	87580517	5515388	20	Registered
BROYHILL Stylized and Pinwheel Design	87533938	5462558	20	Registered
BURTON PARK	87943068		20	Pending
CLOUD 44	86740630	5233212	20	Registered
Pinwheel Design	74290844	1761401	20	Registered
Pinwheel Design	85670238	4422790	2, 3	Registered
SIMPLY ENTERTAINING BY BROYHILL	87753243		20	Pending
SPRING DOWN BY BROYHILL	87403510		20	Pending
SPRING DOWN BY BROYHILL Stylized w/ Design	87403497		20	Pending
TANNER'S CHOICE	87036729	5054796	40	Registered
THE GOOD NIGHT SLEEPER BY BROYHILL	73646308	1456548	20	Registered