

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM495723

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harbor Communications, LLC		10/01/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Design World, LLC		
Street Address:	6555 Carnegie Avenue		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4704688	CONVENIENCE DIRECTIONS	
Registration Number:	4131337	CLUB & RESORT BUSINESS	
Registration Number:	3401624	CONVENIENCE STORE DECISIONS	
Registration Number:	3999252	NAG NATIONAL ADVISORY GROUP	
Serial Number:	88084516	YEO YOUNG EXECUTIVES ORGANIZATION	
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:	2163391111		
Email:	suzann@themoskowitzfirm.com		
Correspondent Name:	Suzann Moskowitz		
Address Line 1:	3151 Coleridge Rd		
Address Line 4:	Cleveland Heights, OHIO 44118		
NAME OF SUBMITTER:	Suzann Moskowitz		
SIGNATURE:	/Suzann Moskowitz/		
DATE SIGNED:	10/29/2018		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of October 1, 2018, is made by HARBOR COMMUNICATIONS, LLC, a Delaware limited liability company ("**Seller**"), in favor of DESIGN WORLD, LLC, a Delaware limited liability company ("**Buyer**"), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller, dated as of October 1, 2018 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks ; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

Harbor Communications, LLC

By: 

Name: Daniel J. Ramella

Title: President

ACKNOWLEDGMENT

STATE OF OHIO

)
)SS.

COUNTY OF CUYAHOGA

On the 1st day of October, 2018, before me personally appeared Daniel Ramella personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of Harbor Communications, LLC, and acknowledged the instrument to be his free act and deed/the free act and deed of Harbor Communications, LLC for the uses and purposes mentioned in the instrument.


Notary Public

Printed Name: Tammy Adams

My Commission Expires: 12/27/22

TRADEMARK

REEL: 006513 FRAME: 0675

TRADEMARK ASSIGNMENT
AGREED TO AND ACCEPTED:

Design World, LLC

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF OHIO

)
)SS.

COUNTY OF CUYAHOGA

)

On the 1st day of October, 2018, before me personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say
that [he/she] executed the same [in [his/her] authorized capacity as the _____ of
Design World, LLC, and acknowledged the instrument to be his/her free act and deed/the free act
and deed of Design World, LLC for the uses and purposes mentioned in the instrument.

Notary Public
Printed Name:

My Commission Expires: _____

TRADEMARK ASSIGNMENT

Design World, LLC

AGREED TO AND ACCEPTED:

By: [Signature]

Name: Scott McLaughlin

Title: Managing Partner

ACKNOWLEDGMENT

STATE OF ~~OHIO~~ CA

COUNTY OF ~~CUYAHOGA~~ San Diego

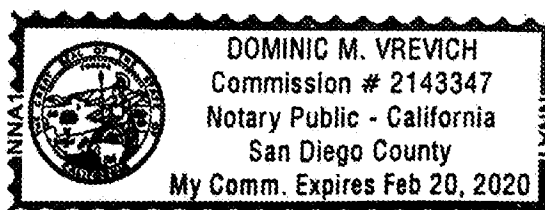
)
)SS.
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On the 27 day of October, 2018, before me personally appeared Scott McLaughlin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same [in [his/her] authorized capacity as the Managing Partner of Design World, LLC, and acknowledged the instrument to be his/her free act and deed/the free act and deed of Design World, LLC for the uses and purposes mentioned in the instrument.

[Signature]
Notary Public

Printed Name: Dominic Vrevich

My Commission Expires: 2/20/20



SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
Convenience Directions	US	4704688	03/17/2015
Club & Resort Business	US	4131337	04/24/2012
Convenience Store Decisions	US	3401624	03/25/2008
NAG National Advisory Group	US	3999252	07/19/2011

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
YEO Young Executives Organization	US	1A	88084516	08/20/2018