

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518172

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Markraft Cabinets, Inc.		04/01/2019	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Markraft Cabinets, LLC		
Street Address:	200 Bank Street		
City:	Southlake		
State/Country:	TEXAS		
Postal Code:	76092		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4191991	CONNECT 4 CABINETS	
Registration Number:	4191992	4 CONNECT 4 CABINETS	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	212 728 8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Max Goodman c/o Willkie Farr & Gallagher		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	126065.00005 MG		
NAME OF SUBMITTER:	Max S. Goodman		
SIGNATURE:	/Max S. Goodman/		
DATE SIGNED:	04/09/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into as of April 1, 2019, by and between Markraft Cabinets, Inc., a corporation organized under the laws of North Carolina (“Assignor”) and Markraft Cabinets, LLC, a limited liability company organized under the laws of Delaware (“Assignee”). Assignor and Assignee are collectively referred to as the “Parties”.

Reference is hereby made to that certain Purchase Agreement (defined below). Capitalized terms used in this Agreement that are not otherwise defined herein have the respective meanings ascribed to such terms in the Purchase Agreement.

RECITALS

WHEREAS, Assignor is the owner of the trademarks and registrations therefor set forth on Schedule A hereto, including all common law rights therein and the goodwill associated therewith (collectively, the “Trademarks”);

WHEREAS, pursuant to that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of the date hereof, by and among Assignor, Assignee and certain Shareholders named therein, Assignor agreed to sell, assign, transfer, convey and deliver all of Assignor’s right, title, and interest in and to the Trademarks to Assignee; and

WHEREAS, Assignor desires to sell, assign, transfer, convey and deliver to Assignee, and Assignee desire to purchase, acquire, assume and accept, the Trademarks pursuant to the terms of the Purchase Agreement and this Agreement.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENTS

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, its successors, and assigns all of Assignor’s right, title and interest in and to the Trademarks, together with the goodwill of the business connected with the use of, and symbolized by the Trademarks, and with the right to bring an action or proceeding at law or in equity or before any governmental authority for any past, present or future infringement or violation of any of the Trademarks, and to collect all damages, awards, settlements and proceeds relating to the Trademarks. Assignor consents to recordation of this Agreement by Assignee with the United States Patent and Trademark Office or successor offices.

2. Governing Law. This Agreement and all Claims and causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of, or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any Claim or cause of action based upon, arising out of, or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement) will be governed by the laws of the State of Delaware, without regard to the conflicts of law principles of such state that would require the substantive laws of another state to apply.

3. Order of Precedence. In the event of a conflict between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement will take precedence and control. This Agreement is to be in accordance with and is subject to all representations, warranties, covenants, and other agreements and documents set forth in the Purchase Agreement. Nothing in this Agreement shall be deemed to modify the rights, duties, and obligations of the parties under the Purchase Agreement.

4. No Modifications. This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by all Parties hereto.

5. Successors and Assigns. This Agreement will bind and will inure to the benefit of the Parties and their respective successors, assigns and transferees.

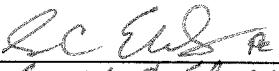
6. Counterparts. This Agreement may be executed in one or more counterparts, including electronic PDF transmission (including via e-mail delivery) of counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

ASSIGNOR:

MARKRAFT CABINETS, INC.

By: 
Name: Grover C Edwards, Jr.
Title: President

[Signature page to Trademark Assignment Agreement]

ASSIGNEE:

MARKRAFT CABINETS, LLC

By: 

Name: Laurence Barr

Title: Co-President

{Signature page to Trademark Assignment Agreement}

SCHEDULE A

Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date.
CONNECT 4 CABINETS	U.S.	85/450,582	10/19/2011	4,191,991	08/14/2012
4 CONNECT 4 CABINETS	U.S.	85/450,638	10/19/2011	4,191,992	08/14/2012