

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM530321

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	09/04/2018		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Maro Display, Inc.		06/28/2019	Corporation: RHODE ISLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sister Bay Furniture, A Prestwick Company, LLC		
<b>Street Address:</b>	N26 W23880 Commerce Circle Suite 100		
<b>City:</b>	Waukesha		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53188		
<b>Entity Type:</b>	Limited Liability Company: WISCONSIN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5121656	MALIBU OUTDOOR LIVING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	262326900		
<b>Email:</b>	kcrawford@janlaw.com		
<b>Correspondent Name:</b>	Jansson Munger McKinley & Kirby		
<b>Address Line 1:</b>	601 Lake Ave. 3rd Fl		
<b>Address Line 4:</b>	Racine, WISCONSIN 53403		
<b>NAME OF SUBMITTER:</b>	Julie F. Kirby		
<b>SIGNATURE:</b>	/Julie F. Kirby/		
<b>DATE SIGNED:</b>	07/02/2019		
<b>Total Attachments: 4</b>			
source=2019-07-01 Maro to Sister Bay Assignment#page1.tif			
source=2019-07-01 Maro to Sister Bay Assignment#page2.tif			
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source=2019-07-01 Maro to Sister Bay Assignment#page4.tif			

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Trademark Agreement"), effective as of September 4, 2018, is made by and between **MARO DISPLAY, INC.**, a corporation organized and existing under the laws of Rhode Island (the "Assignor") and **SISTER BAY FURNITURE A PRESTWICK COMPANY, LLC**, a limited liability company organized and existing under the laws of Wisconsin (the "Assignee"). The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

### WITNESSETH:

**WHEREAS**, Pursuant to that certain Asset Purchase Agreement dated as of the same date hereof by and among Assignor and Assignee (the "Asset Purchase Agreement") and Michael DiCenso and Steven DiCenso (each, a "Shareholder"), Assignor and Assignee have agreed to transfer all of the right, title and interest in and to all Company Intellectual Property (as such terms are defined in the Asset Purchase Agreement);

**WHEREAS**, the Assignor is the proprietor and beneficial owner of a trademark(s) (the "Mark") filed with the United States Trademark Office of which the particulars are set forth herein.

**WHEREAS**, the Assignee desires to acquire from the Assignor the Mark in accordance with the terms and conditions of this Agreement.

**NOW THEREFORE**, the Parties hereto agree as follows:

1. The Assignor hereby assigns to the Assignee all rights, title and interests derived from and in connection with the following Mark:

Word Mark	Goods and Services	Serial No.	Registration No.
Malibu Outdoor Living	IC 020. US 002 013 022 025 032 050. G & S: Outdoor furniture	85464841	5121656

2. The Assignor represents and warrants that:

- (i) Assignor owns the entire right, title and interest in and to the Mark;
- (ii) all registrations for the Mark is currently valid and subsisting and in full force and effect;
- (iii) Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Marks to any other person or entity;
- (iv) there are no liens or security interests against the Mark;

(v) Assignor has all authority necessary to enter into this Trademark Agreement and the execution and delivery of this Trademark Agreement has been duly and validly authorized; and

(vi) execution of this Trademark Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

4. Within 15 days of the execution of this Agreement, Assignee will pay Assignor the sum of \$1.00.

3. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademark, which may be required to perfect title in the Trademark in the Assignee. The Assignor shall also furnish the Assignee with the original certificates covering the Trademark.

4. Assignor and Assignee agree that the terms of this Trademark Agreement shall take precedence over any contrary terms of the Supply, Manufacturing and License Agreement, dated July 30, 2018 between the Parties.

5. Each Party hereto shall fully cooperate with the other with regard to such registration or additional or approval that may be required in connection with the implementation of any portion of this Agreement.

6. This Trademark Agreement, and the Trademark Assignment whose form is shown in Exhibit A, constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Trademark Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Trademark Agreement by date, parties, and subject matter.

7. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of the State of Rhode Island.

8. This Trademark Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Trademark Agreement shall constitute a fully-executed agreement.

9. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination of invalidity hereof shall be settled through bona fide negotiations between the Parties.

10. Any amendments, modifications, alterations or supplements to this Agreement shall be made in writing to be legally effective.

Trademark Agreement

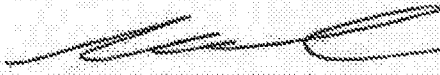
II. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

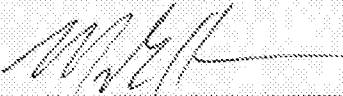
(Signature page follows)

IN WITNESS WHEREOF, Assignor and Assignee executes this assignment granting the entire right, title, interest, and goodwill of the business associated with the mark on the date written below.

MARO DISPLAY, INC.

SISTER BAY FURNITURE, A  
PRESTWICK COMPANY, LLC

By 

By 

Name Michael DiCenso

Name Mike Hammond

Title V. President

Title COO

Date 06/05/2019

Date 6/28/2019