

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534369

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMC, Inc.		07/20/2018	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	BRE IMC AmericasMart Manager LLC		
Street Address:	240 Peachtree Street N.W.		
Internal Address:	Suite 2200		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2403308	AMERICA'S MAGNIFICENT CARPETS	
Registration Number:	2076918	AMERICASMART	
Registration Number:	2765364	AMERICASMART PREMIERE	
Registration Number:	3289315	AMERICASMART'S CHILDREN'S WORLD	
Registration Number:	1197345	ATLANTA MERCHANDISE MART	
Registration Number:	3823060	ATLANTA SPRING GIFT, HOME FURNISHINGS &	
Registration Number:	2286474	GLOBAL TRADE PARTNERS	
Registration Number:	3358406		
Registration Number:	3125521	HIGH DESIGN	
Registration Number:	4451750	HIGH DESIGN LUXE	
Registration Number:	3982486	ICON HONORS	
Registration Number:	3090830	MUSEUM OF INTRODUCTIONS	
Registration Number:	2758290	THE ATLANTA FALL IMMEDIATE DELIVERY SHOW	
Registration Number:	2964472	THE ATLANTA GOURMET MARKET	
Registration Number:	2914162	THE ATLANTA INTERNATIONAL AREA RUG MARKE	
Registration Number:	2543686	THE ATLANTA INTERNATIONAL GIFT & HOME FU	
Registration Number:	2758289	THE ATLANTA SPRING IMMEDIATE DELIVERY SH	
Registration Number:	2514264	THE GARDENS	

OP \$490.00 2403308

Property Type	Number	Word Mark
Registration Number:	5111817	VOW NEW WORLD OF BRIDAL

CORRESPONDENCE DATA

Fax Number: 4048156555

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: 404-815-6500

Email: byates@kilpatricktownsend.com

Correspondent Name: Barbara Yates, Paralegal

Address Line 1: 1100 Peachtree Street, Suite 2800

Address Line 2: c/o Kilpatrick Townsend & Stockton LLP

Address Line 4: Atlanta, GEORGIA 30309-4528

ATTORNEY DOCKET NUMBER:	034498/0074491
NAME OF SUBMITTER:	Barbara Yates
SIGNATURE:	/Barbara Yates/
DATE SIGNED:	07/30/2019

Total Attachments: 6

source=AMC Trademark Assignment Agreement#page1.tif

source=AMC Trademark Assignment Agreement#page2.tif

source=AMC Trademark Assignment Agreement#page3.tif

source=AMC Trademark Assignment Agreement#page4.tif

source=AMC Trademark Assignment Agreement#page5.tif

source=AMC Trademark Assignment Agreement#page6.tif

AMC TRADEMARK ASSIGNMENT AGREEMENT

THIS AMC TRADEMARK ASSIGNMENT AGREEMENT (“Assignment”), effective as of the 20th day of July, 2018 (“Effective Date”), is from AMC, Inc., a Georgia corporation (“Assignor”), to BRE IMC AmericasMart Manager LLC, a Delaware limited liability company (“Assignee”). Assignor and Assignee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, Assignor and Assignee are parties to an Agreement of Purchase and Sale, dated as of the date hereof (the “Purchase Agreement”), and capitalized terms used but not defined herein shall have the meanings ascribed therein;

WHEREAS, Assignor owns the trademark registrations listed in the attached Schedule A (the “Trademarks”);

WHEREAS, pursuant to the Purchase Agreement, Assignee desires to acquire the Trademarks, and Assignor desires to assign its rights in the Trademarks to Assignee; and

WHEREAS, the execution and delivery of this Assignment is a Closing Document (as defined in the Purchase Agreement) pursuant to Section 6.1(a) of the Purchase Agreement.

NOW, THEREFORE, for the consideration stated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns, transfers and conveys to Assignee all of Assignor’s worldwide right, title and interest in and to the Trademarks and any corporate, trade or d/b/a names containing any of the Trademarks, including all common law rights thereto, together with (i) all goodwill of the business with which the Trademarks are used and that is symbolized by the Trademarks, (ii) all rights, claims, credits, causes of action or rights of set-off against third parties to the extent relating to or arising from the Trademarks, and accruing or arising at any time prior to, on or after the Closing, whether choate or inchoate, known or unknown, contingent or otherwise, and (iii) the right to sue and recover for any past, present and future infringement, dilution or misappropriation thereof, free and clear of any liens or encumbrances of any kind whatsoever (collectively, the “Assigned Rights”).

Upon request by Assignee, Assignor will, at the cost and expense of Assignee, execute and deliver additional documents and take other action as may be necessary or desirable to record or memorialize the assignments of the Assigned Rights set forth herein, and to vest in Assignee such right, title, and interest in and to the Assigned Rights as granted to Assignee.

Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.

Assignor and Assignee hereby agree that this Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of law thereof.

This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns, and may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one set of counterparts signed by all of the Parties.

No waiver, modification, or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the Party against whom such claimed waiver, modification, or change is sought to be enforced.

* * * *

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of Assignor and Assignee, do hereby execute this Assignment to take effect on the Effective Date.

ASSIGNOR:

AMC INC.

BY: Michelle Barton

NAME: Michelle Barton

TITLE: Chief Financial Officer

DATE: July 20, 2018

[Signature Page to the AMC Trademark Assignment Agreement]

TRADEMARK
REEL: 006707 FRAME: 0470

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of Assignor and Assignee, do hereby execute this Assignment to take effect on the Effective Date.

ASSIGNOR:

AMC, INC.

BY: _____

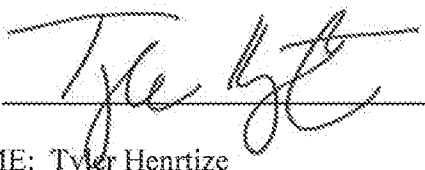
NAME: _____

TITLE: _____

DATE: _____

ASSIGNEE:

**BRE IMC AMERICASMART MANAGER
LLC**

BY:  _____

NAME: Tyler Hentize

TITLE: Senior Managing Director and Vice
President

DATE: July 20, 2018

Signature Page to the AMC Trademark Assignment Agreement

SCHEDULE A

Marks

Mark	Status	App. No. Filing Date	Reg. No. Reg. Date
AMERICA'S MAGNIFICENT CARPETS	Registered	75588992 Nov 16, 1998	2403308 Nov 14, 2000
AMERICASMART	Registered	75019775 Nov 8, 1995	2076918 Jul 8, 1997
AMERICASMART PREMIERE	Registered	76377408 Mar 1, 2002	2765364 Sep 16, 2003
AMERICASMART'S CHILDREN'S WORLD	Registered	76642029 Jun 30, 2005	3289315 Sep 11, 2007
ATLANTA MERCHANDISE MART	Registered	73169530 May 8, 1978	1197345 Jun 8, 1982
ATLANTA MERCHANDISE MART (Georgia)	Registered		S17170 Jun 30, 1998
ATLANTA SPRING GIFT, HOME FURNISHINGS & HOLIDAY MARKET	Registered	77794135 Jul 31, 2009	3823060 Jul 20, 2010
GLOBAL TRADE PARTNERS (and design)	Registered	75405807 Dec 15, 1997	2286474 Oct 12, 1999
GLOBE DESIGN	Registered	76678366 Jun 18, 2007	3358406 Dec 25, 2007
HIGH DESIGN	Registered	76644989 Aug 15, 2005	3125521 Aug 8, 2006
HIGH DESIGN LUXE	Registered	85387875 Aug 3, 2011	4451750 Dec 17, 2013
ICON HONORS	Registered	85007167 Apr 6, 2010	3982486 Jun 21, 2011
MUSEUM OF INTRODUCTIONS	Registered	76626143 Dec 27, 2004	3090830 May 9, 2006
ONE WORLD. ONE MARKETPLACE.	Registered	74637912 Feb 22, 1995	2159198 May 19, 1998
ONE WORLD. ONE MARKETPLACE.	Registered	74637913 Feb 22, 1995	2177060 Jul 28, 1998
THE ATLANTA FALL IMMEDIATE DELIVERY SHOW	Registered	76403112 May 1, 2002	2758290 Sep 2, 2003
THE ATLANTA GOURMET MARKET	Registered	76420981 Jun 14, 2002	2964472 Jul 5, 2005
THE ATLANTA INTERNATIONAL AREA RUG MARKET	Registered	76475634 Dec 16, 2002	2914162 Dec 28, 2004
THE ATLANTA INTERNATIONAL GIFT & HOME FURNISHINGS MARKET	Registered	75509468 Jun 26, 1998	2543686 Mar 5, 2002

Mark	Status	App. No. Filing Date	Reg. No. Reg. Date
THE ATLANTA SPRING IMMEDIATE DELIVERY SHOW	Registered	76402823 May 1, 2002	2758289 Sep 2, 2003
THE GARDENS	Registered	75930732 Feb 28, 2000	2514264 Dec 4, 2001
VOW NEW WORLD OF BRIDAL	Registered	85741035 Sep 28, 2012	5111817 Jan 3, 2017
ATLANTA FALL GIFT & HOME FURNISHINGS MARKET	Registered	85160114 Oct 25, 2010	4086245 Jan 17, 2012
ATLANTA SPRING GIFT, HOME FURNISHINGS & HOLIDAY MARKET	Registered	77794135 July 31, 2009	3823060 July 20, 2010
BIGGEST. BOLDEST. BEST.	Registered	76656212 Mar 7, 2006	3395314 Mar 11, 2008