

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552863

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Balsam Living Inc.		11/01/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bespoke Color Company, LLC		
Doing Business As:	Maine Cottage		
Street Address:	133 Gibraltar Avenue		
City:	Annapolis		
State/Country:	MARYLAND		
Postal Code:	21401		
Entity Type:	Limited Liability Company: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3726150	MAINE COTTAGE	
Registration Number:	3091068	MAINE COTTAGE	
Registration Number:	3086267	MAINE COTTAGE	
Registration Number:	2648366	MAINE COTTAGE	
Registration Number:	5507061	MAINE COTTAGE	
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:	410-216-7900		
Email:	beard@kaganstern.com		
Correspondent Name:	Ryan M. Beard, Esq.		
Address Line 1:	238 West Street		
Address Line 4:	Annapolis, MARYLAND 21401		
NAME OF SUBMITTER:	Ryan M. Beard		
SIGNATURE:	/RMB/		
DATE SIGNED:	12/11/2019		
Total Attachments: 7			

OP \$140.00 3726150

source=Bill of Sale, Assignment and Assumption Agreement#page1.tif
source=Bill of Sale, Assignment and Assumption Agreement#page2.tif
source=Bill of Sale, Assignment and Assumption Agreement#page3.tif
source=Bill of Sale, Assignment and Assumption Agreement#page4.tif
source=Disclosure Schedules - Maine Cottage (2019-11-01 FINAL2)#page4.tif
source=Disclosure Schedules - Maine Cottage (2019-11-01 FINAL2)#page5.tif
source=Disclosure Schedules - Maine Cottage (2019-11-01 FINAL2)#page6.tif

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale, Assignment and Assumption Agreement (this "**Agreement**") is entered into as of 01 November 2019 (the "**Effective Date**"), by and between Balsam Living LLC, a Delaware limited liability company formerly known as Balsam Living Inc. ("**Seller**"), and Bespoke Color Company, LLC, a Maryland limited liability company ("**Buyer**").

Statement of Purpose

The Buyer and the Seller are parties to that certain Asset Purchase Agreement dated 01 November 2019 (the "**Purchase Agreement**"), pursuant to which the Seller has agreed to sell to the Buyer, and the Buyer has agreed to purchase from the Seller, the Purchased Assets. Pursuant to the Purchase Agreement, the Buyer also has agreed to assume the Assumed Liabilities.

NOW, THEREFORE, pursuant to the Purchase Agreement, in exchange for the consideration provided under the Purchase Agreement and in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.

2. Purchased Assets. Subject to the terms and conditions set forth in the Purchase Agreement, the Seller hereby sells, assigns, transfers and conveys to the Buyer all of the Seller's right, title and interest in and to all of the Purchased Assets, free and clear of all Encumbrances.

3. Assumed Liabilities. Subject to the terms and conditions set forth in the Purchase Agreement, the Seller hereby assigns, transfers and conveys to the Buyer, and the Buyer hereby accepts such assignment from the Seller and hereby assumes and agrees to pay, discharge, and perform, as and when due, all of the Assumed Liabilities. The Buyer assumes no Excluded Liabilities, and the parties hereto agree that all such Excluded Liabilities will remain the sole responsibility of the Seller.

4. Further Assurances. The Seller hereby covenants that it shall do such further acts, and execute and deliver such further instruments, that the Buyer may reasonably request in order to more fully effectuate the Seller's sale and assignment of the Purchased Assets to the Buyer and the vesting of title to the Purchased Assets in the Buyer. The Buyer hereby covenants that it shall do such further acts, and execute and deliver such further instruments, that the Seller may reasonably request in order to more fully effectuate the Buyer's assumption of the Assumed Liabilities.

5. Purchase Agreement. This Agreement is executed and delivered pursuant to the Purchase Agreement and in all respects is subject to the covenants, representations, warranties and other provisions thereof. Notwithstanding any other provision of this Agreement to the contrary, nothing contained in this Agreement shall be deemed in any way to supersede, modify, replace, rescind, enlarge, alter, amend or in any way affect the terms or provisions of the Purchase Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.

6. Successors and Assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either of the parties hereto without the prior written consent of the other party; provided, that, notwithstanding the foregoing, this Agreement and a party's rights,

interests or obligations hereunder may be assigned in the same manner permitted for assignments of such party's rights or obligations under the Purchase Agreement. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission, e-mail or other electronic delivery shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original executed version of this Agreement for all purposes.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflicts of laws doctrines.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

BALSAM LIVING LLC

By: 
Name: Thomas Harman
Title: Manager

BESPOKE COLOR COMPANY, LLC

By: _____
Name: Lauren Russell
Title: Principal

By: _____
Name: Sarah Wright
Title: Principal

[Signature Page to Bill of Sale, Assignment and Assumption Agreement]

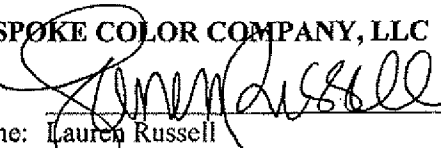
TRADEMARK
REEL: 006813 FRAME: 0264

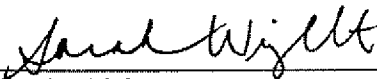
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

BALSAM LIVING LLC

By: _____
Name: Thomas Harman
Title: Manager

BESPOKE COLOR COMPANY, LLC

By:  _____
Name: Lauren Russell
Title: Principal

By:  _____
Name: Sarah Wright
Title: Principal

Assigned Contracts

Artist Contracts

- o Brynn Casey Artist Agreement Dated July 15, 2017, between Artist and Maine Cottage Inc.
- o Sam Malpass Artist Agreement Dated September 1st, 2016, between Artist and Maine Cottage Inc.
- o Megan Carty, Artist Agreement Dated July 1st, 2016, between Artist and Maine Cottage Inc.
- o Maren Divine Artist Agreement Dated July 15, 2017, between Artist and Maine Cottage Inc.
- o Lori Mehta Artist Agreement Dated July 15, 2017, between Artist and Maine Cottage Inc.
- o Liz Lind Artist Agreement Dated July 15, 2017, between Artist and Maine Cottage Inc.
- o Kim Hovell Artist Agreement Dated July 15, 2017, between Artist and Maine Cottage Inc.
- o Jess Franks Artist Agreement Dated July 15, 2017, between Artist and Maine Cottage Inc.
- o Britt Bass Artist Agreement Dated June 15, 2017, between Artist and Maine Cottage Inc.
- o Beth Munro Artist Agreement Dated July 15, 2017, between Artist and Maine Cottage Inc.
- o Andreina Bates Artist Agreement Dated July 15, 2017, between Artist and Maine Cottage Inc.
- o Danielle Cather-Cohen Artist Agreement Dated March 7, 2019, between Artist and Maine Cottage Inc.
- o Taelor Fisher Artist Agreement Dated April 30, 2018, between Artist and Maine Cottage Inc.

All open customer purchase orders, as set forth on the attached list

Maine Cottage IP

Domain Name

www.mainecottage.com

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
MAINE COTTAGE	US	3091068	09/05/2006
MAINE COTTAGE	US	3086267	25/04/2006
MAINE COTTAGE	US	3726150	15/12/2009
MAINE COTTAGE	US	2648366	12/11/2002
MAINE COTTAGE	US	5507061	03/07/2018

Copyright Registrations

Title	Jurisdiction	Copyright No.	Registration Date
ANN'S LABYRINTH	UNITED STATES	VAU000969954	05/02/2008
BRANCHBERRY	UNITED STATES	VA0001721504	05/19/2010
CARMEN VERANDA	UNITED STATES	VAU000975879	04/28/2008
DILLY	UNITED STATES	VA0001676018	07/01/2008
FERN LEIBOWITZ	UNITED STATES	VA0001676012	07/01/2008
GRAND MUM	UNITED STATES	VAU001002154	07/01/2008
GUMBALL	UNITED STATES	VA0001721456	05/18/2010
JUBILEE	UNITED STATES	VAU000969957	05/02/2008
JUST DANDY	UNITED STATES	VA0001676015	07/01/2008
LEAFLETTE	UNITED STATES	VA0001676014	07/01/2008
MAY FLOWER	UNITED STATES	VAU000975880	04/28/2008
RAMBLER	UNITED STATES	VA0001675972	07/01/2008
REALLY ROSIE	UNITED STATES	VA0001676027	07/01/2008
SEA BISCUIT	UNITED STATES	VAU000969958	05/02/2008
SHELLY	UNITED STATES	VA0001676024	07/01/2008
SUMMER BLOOM	UNITED STATES	VA0001676021	07/01/2008
SWIRLIES	UNITED STATES	VAU000969944	05/02/2008
TAFFY	UNITED STATES	VA0001721442	05/18/2010
TWEET SUITE	UNITED STATES	VAU000969956	05/02/2008
WALLFLOWER	UNITED STATES	VA0001676028	07/01/2008