

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Modernica, Inc.		02/24/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Alpine Furniture, Inc.		
Street Address:	2736 McCone Avenue		
City:	Hayward		
State/Country:	CALIFORNIA		
Postal Code:	94545		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4129438	ALPINE	
CORRESPONDENCE DATA			
Fax Number:	2132833933		
<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:	2134581818		
Email:	manoj@brandcounselpc.com		
Correspondent Name:	Manoj N. Shah		
Address Line 1:	811 West 7th Street, Suite 946		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
NAME OF SUBMITTER:	Manoj N. Shah		
SIGNATURE:	/Manoj N. Shah/		
DATE SIGNED:	03/02/2020		
Total Attachments: 3			
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OP \$40.00 4129438

ALPINE FURNITURE, INC.

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made as of February 24, 2020 ("Effective Date"), between MODERNICA, INC. (the "Assignor") and ALPINE FURNITURE, INC. (the "Assignee").

Recitals

WHEREAS, the Assignor is the registered owner of the mark, ALPINE ("Trademark"), that is registered with the United States Patent and Trademark Office, Registration No. 4129438, dated April 17, 2012.

WHEREAS, Assignee desires to acquire all worldwide rights, title, and interest of whatever kind in and to the Trademark, including all other associated goodwill, which is ongoing and existing, and concurrent with the transfer of certain tangible assets as indicia of said goodwill, and any other registered or unregistered trademarks owned or used by Assignor which include or are comprised of the Trademark; and

WHEREAS, Assignor is willing to assign to Assignee all worldwide rights, title, and interest of whatever kind as it may possess in and to the Trademark, including all other associated goodwill, which is ongoing and existing, and concurrent with the transfer of certain tangible assets as indicia of said goodwill, and any other registered or unregistered trademarks owned or used by Assignor or any of its licensees, which include or are comprised of the Trademark.

NOW, THEREFORE, in consideration of the above recitals and of the mutual promises and conditions in this Agreement and for other valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. COMPENSATION/CONSENT TO USE

1.1 *Compensation.* The Assignee shall pay the Assignor [REDACTED] upon execution of this Agreement.

1.2 *Consent to Use.* In addition to the Compensation stated in Section 1.1, Assignee shall permit Assignor's continued use of the Trademark in connection with the advertising, promotion, distribution or other exploitation associated with Assignor's current product-lines featuring the Trademark. (A true and correct list of Assignor's current product-lines featuring the Trademark is attached hereto as Exhibit A.)

2. ASSIGNMENT

2.1 The Assignor hereby conveys, transfers, and assigns to the Assignee all rights, title and interest of whatever kind in the Trademark, including all other associated goodwill, which is ongoing and existing, and concurrent with the transfer of certain tangible assets as indicia of said goodwill, and all rights to sue for past, present and future infringement or misappropriation of the Trademark.

ALPINE FURNITURE, INC.

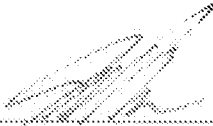
2.2 The Assignor further covenants that it will take all necessary actions that may be required to secure, complete, and/or vest in the Assignee title in the Trademark and its related property.

2.3 Upon execution of this Agreement and Assignor's receipt of the Compensation discussed herein, Assignee shall file all forms related to transfer of ownership with United States Patent and Trademark Office ("USPTO") at Assignee's sole expense.

3. MISCELLANEOUS

3.1 If any provision of this Agreement, or the application thereof to any person or entity or any circumstances, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

IN WITNESS WHEREOF, the Assignor has duly executed under seal and delivered this Assignment, as of the day and year first above written.



Signature of Assignor
JAY NOVAK - Chief Executive Officer
MODERNICA, INC.



Signature of Assignee
STEVE CHIN - Vice President
ALPINE FURNITURE, INC.

ALPINE FURNITURE, INC.

EXHIBIT A

CURRENT PRODUCT-LINES FEATURING THE TRADEMARK

1. Household furniture
2. Textiles and linens