

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM596888

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 LLC		09/08/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NEWGH, LLC		
Street Address:	2350 WO Smith Dr		
City:	Lawrenceburg		
State/Country:	TENNESSEE		
Postal Code:	38464		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88340583	THOS. BAKER	
Serial Number:	88336650	THOS. BAKER	
CORRESPONDENCE DATA			
Fax Number:	3125212875		
<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:	3125212775		
Email:	ipdocket@muchshelist.com		
Correspondent Name:	Adam K Sacharoff		
Address Line 1:	191 N Wacker Drive, Suite 1800		
Address Line 2:	Much Shelist, PC		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	0011281.0004		
NAME OF SUBMITTER:	Adam K Sacharoff		
SIGNATURE:	/adamksacharoff/		
DATE SIGNED:	09/10/2020		
Total Attachments: 4			
source=Assignment#page1.tif			
source=Assignment#page2.tif			

CH \$65.00 88340583

source=Assignment#page3.tif

source=Assignment#page4.tif

ASSIGNMENT AGREEMENT

This Assignment ("Assignment") is made as of September 8, 2020 (the "Effective Date"), by Balsam Living LLC, a Delaware limited liability company ("Assignor"), to NEWGH, LLC a Delaware limited liability company ("Assignee").

WHEREAS, Assignor owns the all of the intellectual property set out in Schedule 1 attached hereto, (collectively, the "Intellectual Property") including without limitation the listed United Stated Trademarks ("Trademarks") set out therein, and

WHEREAS, Assignor, in accordance with the Letter Agreement for Purchase and Sale dated September 8, 2020 (the "Agreement"), desires to sell and transfer to Assignee all its right, title and interest in the Intellectual Property.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which Assignor specifically acknowledges:

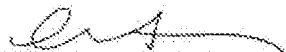
1. Assignor grants, conveys, transfers, alienates and assigns to Assignee, for and throughout the world, Assignor's right, title and interest (legal, equitable, use and otherwise) in and to any and all Intellectual Property, including without limitation: (i) the right to file and register the same in Assignee's name with any governmental authority; (ii) rights to record the transfers of the Trademarks set out on Schedule 1 in the United States Patent and Trademark Office and in any other public offices of any governmental authorities throughout the world; (iii) rights to sue for, collect and retain damages predicated on present or future infringements of the preceding, as well as all other claims and rights to damages associated with the preceding, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iv) all goodwill associated with the business and Intellectual Property, including without limitation, the Trademarks.
2. Assignor's assignment of the Intellectual Property to Assignee under this Assignment constitutes a complete, absolute, and exclusive transfer of all rights (legal, equitable, use and otherwise) in the Intellectual Property, whether currently existing or arising or recognized in the future. Assignor does not reserve or retain any right, title, or interest in the Intellectual Property. Assignor acknowledges and agrees that the Intellectual Property constitutes the sole and exclusive property of Assignee.
3. Assignor represents and warrants that it has full power and authority: (i) to enter into this Assignment; (ii) to grant to Assignee all rights in and to the Intellectual Property; and (iii) to perform all of its obligations under this Assignment.
4. This Assignment shall be binding upon and inure to the benefit of Assignee, its successors and assigns of Assignee and its permitted successors. The terms of this Assignment shall govern if there is any conflict between this Assignment and any other written instrument which concerns or affects the subject matter of this Assignment. This Assignment constitutes the complete

understanding among the parties. No alteration or modification of any of this Assignment's provisions shall be valid unless made in a written instrument which both parties sign.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment Agreement as of the date specified above.

BALSAM LIVING LLC ("Assignor")

NEWGH, LLC ("Assignee")

By: 
Title: Manager

By: _____
Title: _____

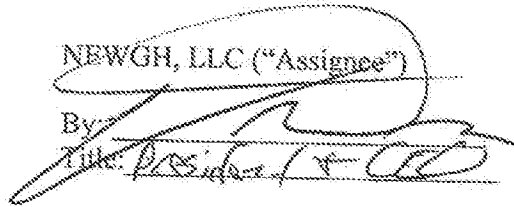
understanding among the parties. No alteration or modification of any of this Assignment's provisions shall be valid unless made in a written instrument which both parties sign.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment Agreement as of the date specified above.

BALSAM LIVING LLC ("Assignor")

By: _____
Title: _____

NEWGH, LLC ("Assignee")

By: 
Title: President / CEO

SCHEDULE 1

Intellectual Property. All patents, trademarks, copyrights and other U.S. and foreign intellectual property, proprietary rights, and the goodwill pertaining to the foregoing, related to or used in connection with the Inventory, including without limitation: (i) the trademarks, copyrights and other proprietary rights; (ii) trade secrets, supplier lists, data, accounts and records; (iii) photographs, artwork, marketing plans, advertising materials, and other pertinent data and documentation; (iv) all right, title and interest of Seller in and to any and all names used in connection with the Inventory, including without limitation the name "Thos. Baker" and derivations or translations thereof and logos and URLs related thereto; (v) all rights to obtain renewals, extensions, continuations, continuations-in-part, reissues, divisions or similar legal protections related thereto; (vi) all applications, certificates, files, recordings, licenses, and registrations and other agreements for all of the foregoing; (vii) all internet addresses, domain names, web sites and other addresses used exclusively in connection with the Inventory, including without limitation URL information, Facebook, Instagram, and other social media account ownership and login information; (viii) all licenses, sub-licenses, consent-to-use agreements and other agreements with third parties to use any of the foregoing; and (ix) the right to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to collect damages and proceeds therefrom, including all copies of the Intellectual Property whether in tangible, intangible or electronic format.

Trademarks:

Serial Number	Reg. Number	Word Mark
88340583		Thos. Baker
88336650	5981119	Thos. Baker

URL:

thosbaker.com
thosbaker.net
thosbaker.org
tbcontract.com