

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM610571

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900576276

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Elevation Bed Limited Liability Company		10/21/2020	Limited Liability Company: FLORIDA

## RECEIVING PARTY DATA

<b>Name:</b>	Craftmatic Industries, LLC
<b>Street Address:</b>	5192 SW 27th Ave.
<b>City:</b>	Fort Lauderdale
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33312
<b>Entity Type:</b>	Limited Liability Company: FLORIDA

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1184796	CONTOUR
Registration Number:	1324599	CRAFTMATIC
Registration Number:	2173279	CONTOUR
Registration Number:	2410867	
Registration Number:	2980834	MONACO
Registration Number:	3841872	CRAFTMATIC
Registration Number:	3974772	CRAFTMATIC
Registration Number:	4331362	SHOP BY PHONE & SAVE
Registration Number:	4331364	SHOP BY PHONE & SAVE
Registration Number:	5681020	CRAFTMATIC
Registration Number:	5787649	NAME YOUR PRICE

## CORRESPONDENCE DATA

Fax Number:

*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: 2158854600

Email: whe@eilberg.com

Correspondent Name: William H Eilberg

TRADEMARK

**Address Line 1:** 316 California Ave.  
**Address Line 2:** No. 785  
**Address Line 4:** Reno, NEVADA 89509

<b>ATTORNEY DOCKET NUMBER:</b>	180-173
<b>NAME OF SUBMITTER:</b>	William H. Eilberg
<b>SIGNATURE:</b>	/William H. Eilberg/
<b>DATE SIGNED:</b>	11/24/2020

**Total Attachments: 4**  
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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") effective as of 10/24, 2020, by and among ELEVATION BED LIMITED LIABILITY COMPANY, a Florida limited liability company, ("Assignor") and CRAFTMATIC INDUSTRIES, LLC, a Florida limited liability company ("Assignee", and together with the Assignor, hereafter collectively, sometimes referred to as "the Parties.")

WHEREAS the Parties have entered that certain Asset Purchase Agreement effective even date herewith (the "Asset Purchase Agreement") pursuant to which Assignee purchased Assignors' Intellectual Property (as defined below); and

WHEREAS, the Asset Purchase Agreement requires Assignors to assign to Assignee their entire right, title and interest in and to the Intellectual Property; and

WHEREAS, Assignors and Assignee desire to effectuate such assignment pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties represent, covenant and agree as follows:

### Definitions

"Intellectual Property" means all license agreements relating to patents and/or inventions, and all Trade Secrets, know how, proprietary information, all Copyrights, Trademarks, service marks, trade dress, and all other forms of trade identifiers (whether registered or unregistered) including but not limited to trade names, domain names and social media handles owned by or licensed to Assignor, to the extent related to the Craftmatic Licensing Business (as defined in the Asset Purchase Agreement).

"Copyrights" means all copyrights and mask work rights owned by Assignors, whether statutory or common law, registered or unregistered, and registrations for and pending applications to register the same including all reissues, extensions and renewals thereto, and all moral rights thereto under the laws of any jurisdiction, and all copyrighted or copyrightable works, including, without limitation, any software, databases, data, documentation, including copies and tangible embodiments (in whatever form or medium), Internet web-sites and the content thereof, and any other works of authorship, together with all rights associated with any of the foregoing as used in connection with the operation of the Craftmatic Licensing Business (as defined in the Asset Purchase Agreement).

"Trademarks" means all trademarks, service marks, trade names, logos, corporate names, company names, business names, fictitious business names, trade styles, uniform resource locators (URLs), internet domain names, social media handles and names, sponsored links and keywords, trade dress, any other names and locators associated with the Internet, other source of business identifiers, whether registered or unregistered and whether or not currently in use, and registrations, applications to register and all of the goodwill of the business related to

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the Craftmatic Licensing Business, foreign versions of the foregoing whether protected, created or arising under the laws of the United States or any other jurisdiction and owned or licensed by Assignor, together with all rights associated with any of the foregoing as used in connection with the operation of the Craftmatic Licensing Business, including without limitation, those certain Marks as defined in and shown on Exhibit A of the Asset Purchase Agreement.

"Trade Secrets" means all rights arising from or in respect to trade secrets and other confidential or proprietary information including, without limitation, ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, concepts, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial and marketing plans and customer and supplier lists and information whether or not protected, created or arising under the laws of the United States or any other jurisdiction, in each case owned or licensed by Assignors and used in connection with the operation of the Craftmatic Licensing Business (as defined in the Asset Purchase Agreement).

1. Assignment. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Intellectual Property, including but not limited to the Trademarks, together with all good will associated with the Intellectual Property and Trademarks, including, but not limited to those assets set forth on the attached Schedule, free and clear of all liens, licenses and encumbrances.

2. Right to Sue for Past Infringement. Assignor also assigns to Assignee any and all claims for past damages by reason of past infringement or misappropriation of the Intellectual Property, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Assignee's successors, assigns or other legal representatives.

3. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

4. Entire Agreement. This Assignment, together with the Asset Purchase Agreement, contains the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.

5. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and permitted assigns.

6. Governing Law. This Assignment shall be governed by and construed under the laws of the State of Florida, excluding any conflicts of laws rule or principle that might refer the governance or construction of this Assignment to the law of another jurisdiction.


7. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

8. Counterparts. This Assignment may be executed in counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.


ASSIGNOR

ELEVATION BED LIMITED  
LIABILITY COMPANY

By:   
Name: STEVEN L. ALVES  
Title: MANAGER OF THE BRAND  
Date: 10/21/20

ASSIGNEE

CRAFTMATIC INDUSTRIES, LLC

By:   
Name: Steven L. Alves  
Title: President  
Date: 10/22/20

JK 

SCHEDULE

Registered Trademarks

U.S. Trademark Registrations

Reg. No.	Mark	Next Action Due
1,184,796	CONTOUR	Jan. 5, 2022
1,324,599	CRAFTMATIC	March 12, 2025
2,173,279	CONTOUR (Stylized)	July 14, 2022
2,410,867	Miscellaneous Design	December 5, 2030
2,980,834	MONACO	August 2, 2025
3,841,872	CRAFTMATIC (mattresses)	August 31, 2030
3,974,772	CRAFTMATIC (adj. chairs)	June 7, 2031
4,331,382	SHOP BY PHONE & SAVE	
4,331,384	SHOP BY PHONE & SAVE (Design plus Words, Letter and/or Numbers)	
5,881,020	CRAFTMATIC (motion furn.)	Feb. 19, 2025
5,787,649	NAME YOUR PRICE	

Canadian Trademark Registrations

Reg. No.	Mark	Next Action Due
TMA587686	CRAFTMATIC	August 21, 2028
TMA901040	CRAFTMATIC (lift chairs)	June 29, 2026

UK Trademark Registration

Reg. No.	Mark	Next Action Due
1379636	CRAFTMATIC	April 8, 2026

Domain Name

[www.craftmatic.com](http://www.craftmatic.com)

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Schedule to Intellectual Property Assignment

