

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613593

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	10/16/2020		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Heritage Billiards, LLC		12/09/2020	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	National Spa and Patio, LLC		
Doing Business As:	Offenbachers Home Escapes		
Street Address:	292 Sunset Park Drive		
City:	Herndon		
State/Country:	VIRGINIA		
Postal Code:	20170-5219		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3803577	GREAT GATHERINGS	
Registration Number:	3490975	PLAY UP YOUR HOME	
CORRESPONDENCE DATA			
Fax Number:	2158325360		
<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:	2155695360		
Email:	mhomyk@blankrome.com		
Correspondent Name:	Matthew A. Homyk		
Address Line 1:	One Logan Square		
Address Line 2:	Blank Rome LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	160338-00101		
NAME OF SUBMITTER:	Matthew A. Homyk		
SIGNATURE:	/matthew homyk/		
DATE SIGNED:	12/10/2020		
Total Attachments: 4			

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NUNC PRO TUNC INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This NUNC PRO TUNC INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "IP Assignment") is made this 9th day of December, 2020 (the "Execution Date") by John K. Lane of Inglewood Associates LLC, the court-appointed receiver of the assets of American Heritage Billiards, LLC, an Ohio limited liability company, by power conferred by the Court of Common Pleas, Cuyahoga County, Ohio Case No. CV-20-934277 (the "Assignor") in favor of National Spa and Patio, LLC d/b/a Offenbachers Home Escapes, a Virginia limited liability company ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of September 30, 2020 ("Asset Purchase Agreement"), by and among the Assignor and the Assignee, the Assignee is purchasing the Purchased Assets (as defined in the Asset Purchase Agreement) from the Assignor; and

WHEREAS, under the terms of the Asset Purchase Agreement, the Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. As of October 16, 2020 (the "Effective Date"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor irrevocably conveys, transfers and assigns to Assignee all of Assignor's rights, title and interests in and to the following (the "Assigned IP"), and including all common-law rights therein or related thereto and the goodwill of the business associated therewith and symbolized thereby: the assets listed on Exhibit A.
2. Recordation and Further Actions. Assignor hereby authorize the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.
3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.
4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this IP Assignment as of the Execution Date indicated above.

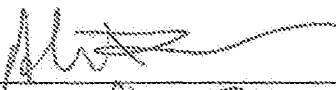
ASSIGNOR:

JOHN K. LANE OF INGLEWOOD ASSOCIATES LLC,
RECEIVER OF AMERICAN HERITAGE BILLIARDS,
LLC


Name: John K. Lane
Title: Solely in His Capacity as Receiver for American
Heritage Billiards, LLC

ASSIGNEE:

NATIONAL SPA AND PATIO, LLC

By: 
Name: Alex Iberson
Title: member

[Signature Page to IP Assignment]

EXHIBIT A

Purchased Assets

Registered Trademarks:

Trademark	Registration No.	Serial No.	Goods / Services
GREAT GATHERINGS	3803577	77257381	28 – Games and Sporting Goods
PLAY UP YOUR HOME	3490975	76686223	035 – retail-store services featuring billiard tables, game tables, billiard game-playing equipment, namely, billiard balls, billiard bridges, billiard chalk, billiard cues, billiard cue racks and billiard triangles, barware, namely, beverage glassware and serving trays, gas grills, patio furniture, furniture for home bars, and bar stools

Unregistered Names, Trade Names, Slogan and Logo:

GreatGatherings, Great Gatherings

Purchased Domain Names:

Websites, along with files comprising these websites and associated registrations:

greatgatherings.com - ACTIVE
mygreatgatherings.com - Offline
greatgatherings.co - Offline
mygreatgatherings.co - Offline
gg4fun.com - Offline
gg4fun.net - Offline
outdoorgatheringsusa.com - Offline
patiolivingusa.com - Offline
patioandpoolusa.com - Offline
sunburstpatio.com - Offline

Artwork and other digital assets:

All information, including but not limited to physical locations, internet addresses, usernames and passwords necessary for access to all of the Seller's domain names, websites, systems and databases, along with exclusive ownership rights of these assets, to the extent such information is available to Receiver.

All information, including but not limited to internet addresses, account information, user names, and passwords necessary to access the Seller's accounts on social media platforms, including but not limited to Facebook, Instagram, Twitter, and Pinterest, along with exclusive ownership rights to these accounts, to the extent such information is available to Receiver.

Great Gatherings' customer list, including each customer's name, phone number(s), address(es), email address(es), along with an exhaustive transaction history for each customer, along with exclusive ownership rights to this information, to the extent such information is available to Receiver.

List of installers, including price lists for Seller

Photographs and artwork related to Seller