

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM622767

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Latter-Day Home, LLC		01/11/2021	Limited Liability Company: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deseret Book Company		
<b>Street Address:</b>	55 N. 300 West, Suite 300		
<b>City:</b>	Salt Lake City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84101		
<b>Entity Type:</b>	Corporation: UTAH		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5039849	LATTER-DAY HOME FRESH INSPIRED DESIGN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8013281707		
<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>			
<b>Phone:</b>	18015339800		
<b>Email:</b>	reller@wnlaw.com		
<b>Correspondent Name:</b>	WORKMAN NYDEGGER/JOHN C. STRINGHAM		
<b>Address Line 1:</b>	1000 Eagle Gate Tower 60 East South Temp		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111		
<b>NAME OF SUBMITTER:</b>	John C. Stringham		
<b>SIGNATURE:</b>	/JOHN C. STRINGHAM/		
<b>DATE SIGNED:</b>	01/27/2021		
<b>Total Attachments: 3</b>			
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OP \$40.00 5039849

# TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and effective the 7th day of January 2021.

**BETWEEN:**     **Latter-Day Home, LLC** (the "Assignor"), a Utah limited liability company organized and existing under the laws of the State of Utah, with its principal office located at:

Latter-day Home, LLC  
*Attn:* Ashlie & Owen Y. Mortensen  
43 South 100 West  
Logan, UT 84321

**AND:**           **Deseret Book Company** (the "Assignee"), a corporation organized and existing under the laws of the State of Utah, with its principal office located at:

Deseret Book Company  
*Attn:* Business Affairs  
55 N 300 W, Suite 300  
Salt Lake City, Utah 84101

WHEREAS, Assignor has all rights to a certain trademark which is described in Exhibit A (the "Mark"); and

WHEREAS, Assignee wishes to acquire all rights, title, good will, and interest, in the Mark.

NOW, the parties agree as follows:

## 1. Assignment

Assignor does hereby irrevocably assign, transfer, and sell to Assignee all rights, title, and interest in the Mark together with all results, good will, and proceeds thereof, whether present or future, including the registration(s) thereof in the United States and foreign countries, at common law, registerable or non-registerable, in and to the Mark.

## 2. Consideration

In consideration for the assignment set forth in Section 1, Assignor hereby acknowledges it has received monetary payment for assignment of the Mark from Assignee in certain amounts as set forth in the parties' Intellectual Property Purchase Agreement dated February 28, 2017 as amended on April 12, 2018, incorporated herein by reference.

## 3. Assignor Warranties and Indemnification

Assignor hereby warrants and represents that Assignor is the sole creator of the Mark; that Assignor is the exclusive owner of all right, title, and interest in the Mark and has full power to enter into this Assignment and make the grants hereof, and that Assignor has not previously licensed, transferred, sold, assigned, pledged, or otherwise encumbered the same to any third party. Assignor hereby indemnifies and holds harmless Assignee, Assignee's successors and assigns, any seller of the Mark, and any licensee of a subsidiary right in the Mark, from and against any and all costs, damages, whether such damages are direct or consequential, and expenses and fees, including reasonable attorneys' fees, incurred as a result of any claim, action, proceeding, or demand arising from an actual or alleged breach of any of the warranties made by Assignor herein.

#### 4. Attorney's Fees

Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Assignment, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

#### 5. Agreement to Perform Necessary Acts

Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Assignment.

#### 6. Governing Law

This Assignment shall be construed in accordance with, and all actions arising hereunder shall be governed by jurisdiction in the State of Utah.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR – Latter-Day Home, LLC

ASSIGNEE - Deseret Book Company

  
Ashlie Mortensen (Jan 11, 2021 10:06 MST)

Ashlie Mortensen

  
Keith Hunter (Jan 12, 2021 14:28 MEST)

Keith Hunter, Senior Vice President

  
Owen Mortensen (Jan 11, 2021 17:22 MST)

Owen Y. Mortensen

  
Laurel C Day (Jan 12, 2021 12:44 MEST)

Laurel Christensen Day, Vice President

## Exhibit A

The following asset is hereby assigned to and shall become the sole property of Deseret Book Co.:

**LATTER-DAY HOME™**

FRESH · INSPIRED · DESIGN

USPTO Registration No. 5039849