

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM643537

<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>
DirectBuy Home Improvement, Inc.		04/02/2021	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DirectBuy Operations, LLC		
<b>Doing Business As:</b>	DirectBuy		
<b>Street Address:</b>	8450 Broadway		
<b>City:</b>	Merrillville		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46410		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3047273	DIRECTBUY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2192464562		
<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>	2197368560		
<b>Email:</b>	e.oscar@directbuy.com		
<b>Correspondent Name:</b>	DIRECTBUY HOME IMPROVEMENT, INC.		
<b>Address Line 1:</b>	8450 Broadway		
<b>Address Line 4:</b>	Merrillville, INDIANA 46410		
<b>NAME OF SUBMITTER:</b>	Erika Oscar		
<b>SIGNATURE:</b>	/Erika Oscar/		
<b>DATE SIGNED:</b>	04/30/2021		
<b>Total Attachments: 4</b>			
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# TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of April 2, 2021, is made by DirectBuy Home Improvement, Inc. ("**Assignor**"), a Delaware corporation, located at 8450 Broadway, Merrillville, IN 46410, in favor of DirectBuy Operations LLC ("**Assignee**"), a Delaware limited liability company located at 8450 Broadway, Merrillville, IN 46410, the recipient of certain assets of Assignor pursuant to the Contribution Agreement between Assignee on the one hand, and Assignor on the other, dated as of April 2, 2021 (the "**Contribution Agreement**").

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

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1-A hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1-A hereto, the transfer of such applications accompanies, pursuant to the Contribution Agreement, the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

TRADEMARK

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.


5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Indiana, without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

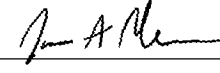
IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

DIRECTBUY HOME IMPROVEMENT,  
INC.

By:   
Name: Jordan Voloshin  
Title: Authorized Signatory

Address for Notices:  
8450 Broadway  
Merrillville, IN 46410  
Attn: Legal Department  
with a copy to:  
legal-compliance@directbuy.com

AGREED TO AND ACCEPTED:

DIRECTBUY OPERATIONS LLC  
By:   
Name: James A. Glenn  
Title: Secretary

Address for Notices:  
8450 Broadway  
Merrillville, IN 46410  
Attn: Legal Department

SCHEDULE 1-A

Reference #	Registration No.	Registered Date	Mark/Title	Country
1804-005	3047273	1/24/2006	DIRECTBUY	US
1804-005.001	TMA662,089 1146106	4/4/2006	DIRECTBUY	CAN