

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM651584

<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>
VDM Partners LLC		06/03/2021	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Metro Decor LLC		
<b>Street Address:</b>	30320 Emerald Valley Parkway		
<b>City:</b>	Glenwillow		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44139		
<b>Entity Type:</b>	Limited Liability Company: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5496732	WILD BIRDS OF JOY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9374436635		
<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>	404.407.3607		
<b>Email:</b>	dawn.schneider@thompsonhine.com		
<b>Correspondent Name:</b>	Ash D. Patel, Thompson Hine LLP		
<b>Address Line 1:</b>	Discovery Place		
<b>Address Line 2:</b>	10050 Innovation Drive, Suite 400		
<b>Address Line 4:</b>	Dayton, OHIO 45342-4934		
<b>NAME OF SUBMITTER:</b>	Ash D. Patel		
<b>SIGNATURE:</b>	/Ash D. Patel/		
<b>DATE SIGNED:</b>	06/03/2021		
<b>Total Attachments: 5</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”), dated as of June 3, 2021 (the “**Effective Date**”), is made by VDM Partners LLC, a Michigan limited liability company (the “**Seller**”), in favor of Metro Décor LLC, an Ohio limited liability company (the “**Buyer**”).

WHEREAS, under the terms of that certain Asset Purchase Agreement, dated as of the Effective Date, among the Buyer, the Seller and John VanDerMeulen (the “**Purchase Agreement**”), the Seller has conveyed, transferred, and assigned to the Buyer, among other assets, certain intellectual property of the Seller, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

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

1. Assignment. The Seller hereby irrevocably conveys, transfers, and assigns to the Buyer, and the Buyer hereby accepts, all of the Seller’s right, title, and interest, throughout the world, in and to the following: (a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; (b) all rights of any kind whatsoever of the Seller 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 Effective Date, 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.

2. Recordation and Further Actions. The Seller 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 Assignment upon request by the Buyer. Upon the Buyer’s reasonable request, the Seller shall take such further steps and actions, and provide such cooperation and assistance to the Buyer 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 Trademarks to the Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Seller and the Buyer with respect to the Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Assignment may be executed in counterparts (including electronically-transmitted counterparts), each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement.

5. Successors and Assigns. This 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 Agreement will be governed by and construed and enforced in accordance with the laws of the State of Ohio without regard to principles of conflicts of law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Seller has caused to be duly executed and delivered this Assignment as of the Effective Date.

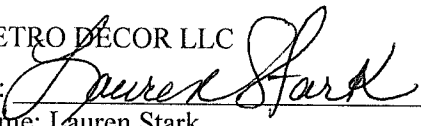
DocuSigned by:  
VDM PARTNERS LLC  
By: John VanDerMeulen  
1FC714E394754CD...  
Name: John VanDerMeulen  
Title: Owner

IN WITNESS WHEREOF, the Buyer has caused to be duly executed and delivered this Assignment as of the Effective Date.

AGREED TO AND ACCEPTED:

METRO DÉCOR LLC

By:



A handwritten signature in cursive script, appearing to read "Lauren Stark", is written over a horizontal line.

Name: Lauren Stark

Title: SVP, Chief Transformation and Business  
Development Officer

**SCHEDULE 1**

**Trademarks**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
Wild Birds of Joy	USA	5,496,732	June 19, 2018