

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663720

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
L&P Property Management Company		06/30/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Sinca Furniture and Bedding Supply Inc.		
Street Address:	870 Rue Ellingham		
City:	Pointe-Claire		
State/Country:	CANADA		
Postal Code:	H9R 3S4		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5241008	FASHION BED GROUP	
Registration Number:	5461952	FASHION BED GROUP	
CORRESPONDENCE DATA			
Fax Number:	6046835214		
<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:	5148788878		
Email:	nicole.cutura@dentons.com		
Correspondent Name:	Dentons Canada LLP		
Address Line 1:	1 Place Ville Marie, Suite 3900		
Address Line 4:	Montreal, CANADA H3B 4M7		
NAME OF SUBMITTER:	Nicole Cutura		
SIGNATURE:	/Nicole Cutura/		
DATE SIGNED:	07/30/2021		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (“Agreement”) is entered into this 18 day of May 2021, (“the Effective Date”) by and between **L&P Property Management Company**, a Delaware corporation located at 4095 Firestone Boulevard, South Gate, California, 90280 (“Assignor” and “L&P”), and **Sinca Furniture and Bedding Supply Inc.** a Canadian Corporation (“Assignee” and “Sinca”).

WHEREAS Assignor is the owner of the trademarks FASHION BED GROUP U.S. registration numbers 5,241,008; and 5,461,952 (the “Marks”); and

WHEREAS, Assignee wishes to purchase the Marks, and Assignor is willing to sell and assign the Marks and all related rights, responsibilities, and liabilities to Assignee, subject the terms and conditions set out in this Agreement.

NOW, THEREFORE, in view of the foregoing and in consideration of the mutual covenants hereinafter set forth, together with other good and valuable consideration, including consideration previously transferred, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby state as follows:

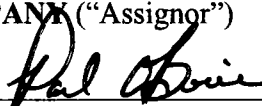
1. Sale and Assignment. For the purchase price of [REDACTED] and the mutual covenants hereinafter, L&P hereby irrevocably conveys, transfers, and assigns the Marks to Sinca along with all rights, goodwill, responsibilities, and liabilities for ownership of the marks as of the Effective Date. The funds equal to the purchase price will be paid to L&P within 60 days of the Effective Date.
2. Recordation. Within 60 days of the Effective Date, Sinca will record this assignment with the U.S. Trademark Office and provide the Office with contact information for its own representatives. Assignor hereby authorizes the U.S. Trademark Office to record and register this assignment Agreement upon request by Sinca.
3. Removal of references to L&P. Sinca will remove all reference to L&P and its affiliates from all advertisements, packaging, internet sites and any other documentation referring to the Marks. Sinca will inform its customers, advertisers, and third-party resellers that Sinca has taken over all ownership rights responsibilities and liabilities for the Marks. Sinca will police its own existing and future documentation and that of its customers, vendors, and independent sales representatives to remove any reference to L&P in connection with the Marks. Specifically, Sinca will continue to work to remove reference to L&P from any of its own and third-party websites that advertise good using the Marks. It is understood and agreed that L&P shall have no express or implied right to use the Marks to market and sell products following the Effective Date.

4. Renewal Fees. Beginning on the Effective Date, Sinca will be responsible for any renewal fees, extension fees, late fees, and the filing of all documentation with the U.S. Trademark Office related to the Marks.
5. Enforcement. Starting from the Effective Date, Sinca will be solely responsible for the policing and enforcement of the Marks against improper and infringing uses. Sinca agrees to fully compensate L&P for any reasonable expenses L&P incurs for Sinca's future enforcement activities.
6. Indemnification by Sinca. Sinca hereby releases and agrees to indemnify and hold L&P harmless for and in respect of all claims, demands, actions or causes of action, assessments, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties, costs of defense, and reasonable attorneys' fees and expenses, asserted against, imposed upon or incurred by L&P and relating to or arising out of Sinca's use of the Mark, products sold under the Marks after the Effective Date and advertising and Unfair Business Practices claims related to Sinca's use of the Marks.
7. Indemnification by L&P. L&P hereby releases and agrees to indemnify and hold Sinca harmless for and in respect of all claims, demands, actions or causes of action, assessments, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties, costs of defense, and reasonable attorneys' fees and expenses, asserted against, imposed upon or incurred by Sinca and relating to or arising out of L&P's use of the Mark, products sold under the Marks prior to the Effective Date and advertising and Unfair Business Practices claims related to L&P's use of the Marks.
8. Execution. This Agreement may be executed in counterparts, and separate copies that collectively are signed by both Parties shall constitute one instrument.
9. Severability. If any provision of this Agreement is found to be invalid by any judicial, administrative, or other governmental authority, local, state, or federal, the invalidity of such provision shall not affect the validity of any other provision hereof.
10. Law. This Agreement, and all the rights and obligations of the parties herein, shall be construed and enforced under the laws of the State of Missouri. Assignee agrees and consents to personal jurisdiction and venue in State and Federal district courts in the State of Missouri for all actions arising out of and related to this Agreement and any alleged breaches thereof.
11. Entirety. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect to such subject matter. As such, any modifications of this Agreement must be in writing signed by both parties to

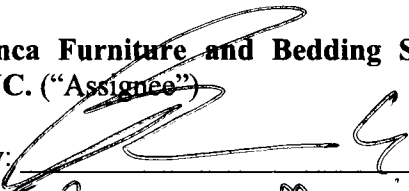
be effective. This Agreement shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date written above:

**L&P PROPERTY MANAGEMENT
COMPANY** ("Assignor")

By: 
Name: Paul O'Brien
Title: Vice President
Date: June 30, 2021

**Sinca Furniture and Bedding Supply,
INC.** ("Assignee")

By: 
Name: RICHARD MORSINK
Title: President
Date: June 11, 2021