

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666377

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|---|--|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Euro Style, Inc. | | 06/29/2021 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Euro Style, LLC | | |
| Street Address: | 2175 Francisco Blvd East | | |
| City: | San Rafael | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94901 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5491572 | SAPIENS | |
| Serial Number: | 88069141 | EURO STYLE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 415.755.6616 | | |
| Email: | e.oscar@directbuy.com | | |
| Correspondent Name: | Lucy Wang | | |
| Address Line 1: | 2175 Francisco Blvd East | | |
| Address Line 4: | San Rafael, CALIFORNIA 94901 | | |
| NAME OF SUBMITTER: | Erika Oscar | | |
| SIGNATURE: | /Erika Oscar/ | | |
| DATE SIGNED: | 08/10/2021 | | |
| Total Attachments: 6 | | | |
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| source=02(c). Exhibit C - IP Assignment Agr.(41070490v1)#page2.tif | | | |
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OP \$65.00 5491572

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**IP Assignment**”), dated as of June 29, 2021, is made by EURO STYLE, INC., a California corporation (“**Seller**”), in favor of Euro Style LLC, a Delaware limited liability company (“**Assignee**” or “**Purchaser**”).

WHEREAS, Seller and Purchaser are parties to that certain Asset Purchase Agreement, dated as of June 29, 2021 (the “**Purchase Agreement**”), pursuant to which Seller has agreed to sell, assign, transfer and convey to Purchaser, and Purchaser has agreed to purchase and assume from Seller, the Purchased Assets as more specifically set forth and described in the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell, assign, transfer and convey to Assignee, as part of the Purchased Assets, all of Seller’s right, title and interest in and to the Intellectual Property Assets (“**Seller’s Intellectual Property Rights**”), which assets include, but are not limited to, those listed on **Schedule I** attached hereto, and have agreed to execute and deliver this IP Assignment to evidence the transfer and assignment of Seller’s Intellectual Property Rights, and, as applicable, for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions; and

WHEREAS, all capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment.** Subject to, and as more particularly described in, the Purchase Agreement and the exhibits and schedules attached thereto and made a part thereof, Seller hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts and assumes from Seller, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”), free and clear of all liens, claims and encumbrances of any nature whatsoever:

(a) All of Seller’s Intellectual Property Rights, whether registered or unregistered;

(b) all rights of any kind whatsoever of Seller accruing under Seller’s Intellectual Property Rights 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.

2. **Recordation and Further Actions.** To the extent applicable, Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and 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 written request, Seller 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. **Purchase Agreement Paramountcy.** The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by reference as if fully set forth herein. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain unmodified and 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. **Counterpart Execution.** This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. **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.

6. **Severability.** The invalidity or unenforceability of any of the terms, conditions or provisions hereof shall not limit or impair the operation or validity of any other term or provision of this IP Assignment, and the remainder of this IP Assignment shall remain operative and in full force and effect.

7. **Governing Law.** This IP Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

The parties hereto irrevocably consent to the jurisdiction of the state and federal courts for Delaware, in connection with any action or proceeding arising out of or relating to this Assignment, and agree that venue shall be proper in either court to the exclusion of the courts in any other state or country. The parties further agree that such designated forum is proper and convenient.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has duly executed and delivered this IP Assignment as of the date first above written.

EURO STYLE, INC.

By: _____
Name: Trygve Liljestrang
Title: President

EURO STYLE, LLC


By: john trifoso
Name: John Trifoso
Title: President and Chief Executive Officer

[Signature Page – IP Assignment]

TRADEMARK

IN WITNESS WHEREOF, each of the undersigned has duly executed and delivered this IP Assignment as of the date first above written.

EURO STYLE, INC.

By: 
Name: Trygve Liljestrand
Title: President

EURO STYLE, LLC

By: _____
Name: John Trifoso
Title: President and Chief Executive Officer

[Signature Page – IP Assignment]

TRADEMARK
REEL: 007384 FRAME: 0441

SCHEDULE I

1. EURO STYLE Trademark Registration issued by United States of America, United States Patent and Trademark Office filed on August 7, 2018, SER. No. 88-069,141, Active.
2. SAPIENS Trademark Registration issued by United States of America, United States Patent and Trademark Office filed on November 3, 2017, Registration No. 5491572, Active.