

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679459

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Ravenna, Inc.		09/25/2017	Corporation:
RECEIVING PARTY DATA			
Name:	New Ravenna Acquisition, LLC		
Street Address:	3268 Broad Street		
City:	Exmore		
State/Country:	VIRGINIA		
Postal Code:	23350		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3445112	NEW RAVENNA MOSAICS	
Registration Number:	3440572	NEW RAVENNA	
Registration Number:	4830502	AIDEN	
Registration Number:	4854295	AURORA	
Registration Number:	4888061	LILLET	
Registration Number:	4917777	ILLUSIONS	
Registration Number:	5238269	FLOCK	
Registration Number:	5238270	ALTIMETRY	
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>			
Email:	wpoynter@kaleolegal.com		
Correspondent Name:	William R. Poynter		
Address Line 1:	4456 CORPORATION LANE		
Address Line 2:	SUITE 135		
Address Line 4:	VIRGINIA BEACH, VIRGINIA 23462		
NAME OF SUBMITTER:	William R. Poynter		
SIGNATURE:	/William R. Poynter/		

OP \$215.00 3445112

DATE SIGNED:	10/07/2021
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Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Agreement"), dated as of September 25, 2017 (the "Effective Date"), is made by New Ravenna, Inc., a Virginia corporation ("Assignor"), in favor of New Ravenna Acquisition, LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Assignor is in the business of, among other things, designing, manufacturing, and distributing stone and glass hard surfaces for walls, floors, pools and fountains, including mosaic tiles, and providing related services in both commercial and residential installations (the "Business").

B. Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), whereby Assignor has agreed to convey, transfer and assign to Assignee, among other assets, all of Assignor's right, title and interest in and to the intellectual property used and developed in connection with the Business.

C. Assignor has agreed to execute and deliver this Agreement for recording with the United States Patent and Trademark Office and corresponding entities or agencies in applicable jurisdictions.

NOW THEREFORE, Assignor agrees as follows:

AGREEMENT

1. Assignment.

a. Definitions. As used herein, the following terms have the following meanings:

(A) "Work Product" means each invention, modification, concept, discovery, design, development, improvement, suggestion, recommendation, process, software program, algorithm, work of authorship, documentation, drawing, formula, data, schematic, technique, idea, prototype, pattern, template, know-how, trade secret, artwork, design, content, work product, video, image, layout, deliverable, photograph, or technology (whether or not patentable or registerable under copyright or similar statutes or subject to analogous protection), developed, made, authored, conceived, discovered, or reduced to practice by Assignor (either alone or with others), whether prior to or following the Effective Date hereof, relating to or arising out of the Business, including but not limited to Assignor's interest in (i) the patents and patent applications set forth on Exhibit A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents"), and (ii) the trademark registrations and applications set forth on Exhibit B 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) “Intellectual Property Rights” means all rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (i) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask works; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents and industrial property rights; and (v) other proprietary rights in intellectual property of every kind and nature

b. 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 Work Product, including without limitation, all Intellectual Property Rights associated therewith or embodied therein (the “Assigned IP”).

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and 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 Agreement upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern. Furthermore, and for the avoidance of doubt, this Agreement shall be deemed to be effective immediately following the effectiveness of that certain Bill of Sale and Assignment dated effective as of the Effective Date by and between Sara Baldwin and Assignor and the effectiveness of that certain Bill of Sale and Assignment dated effective as of the Effective Date by and between Sara Baldwin Design, Inc., a Virginia corporation and Assignor (such Bill of Sale and Assignment instruments, the “Prior Assignments”). Furthermore, and for the avoidance of doubt, the assignment of the Assigned IP pursuant to this Agreement shall include all of the right, title, and interest of Assignor acquired pursuant to the Prior Assignments.

4. Counterparts. This Agreement 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 Agreement delivered by facsimile, e-mail, or other means of

EXECUTABLE

electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

5. Successors and Assigns. This Agreement 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 and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Virginia without regard to conflicts-of-laws principles that would require the application of any other law.

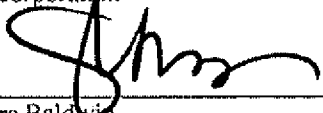
[Signatures Appear on the Following Page.]

EXECUTABLE

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the Effective Date.

ASSIGNOR:

NEW RAVENNA, INC.
a Virginia corporation

By: 
Name: Sara Baldwin
Title: President

ASSIGNEE:

NEW RAVENNA ACQUISITION, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXECUTABLE

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the Effective Date.

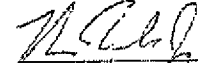
ASSIGNOR:

NEW RAVENNA, INC.
a Virginia corporation

By: _____
Name: Sara Baldwin
Title: [Creative Director]

ASSIGNEE:

NEW RAVENNA ACQUISITION, LLC
a Delaware limited liability company

By: 
Name: Richard Walters
Title: CEO