

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM685757

<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>
A.B.C. Carpet Co., Inc.		10/29/2021	Corporation: NEW YORK
A.B.C. Home Furnishings, Inc.		10/29/2021	Corporation: NEW YORK
A.B.C. Oriental Carpets, Inc.		10/29/2021	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	888 Capital Partners, LLC		
<b>Street Address:</b>	747 Third Avenue		
<b>Internal Address:</b>	37th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 28</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90411082	ABC EMBODY	
<b>Serial Number:</b>	87052914	GOODWOOD	
<b>Serial Number:</b>	86363027	ABC HOME	
<b>Serial Number:</b>	88183143	PURE SEATING COLLECTION	
<b>Serial Number:</b>	86422419	IRVING PLACE	
<b>Serial Number:</b>	86078156	ABCMKT	
<b>Serial Number:</b>	77983037	ABCDNA	
<b>Serial Number:</b>	77752094	ABCDNA	
<b>Serial Number:</b>	85847023	ABC HOME & PLANET FOUNDATION	
<b>Serial Number:</b>	87977653	GOODWOOD	
<b>Serial Number:</b>	86347943	COBBLE HILL	
<b>Serial Number:</b>	88183171	ABC PURE	
<b>Serial Number:</b>	78633377	GIFTS OF COMPASSION	
<b>Serial Number:</b>	77268825	GROUNDED	
<b>Serial Number:</b>	77411717	LOVE IN ACTION	
<b>Serial Number:</b>	78633338	MISSIONMARKET	

OP \$715.00 90411082

Property Type	Number	Word Mark
Serial Number:	77421302	ABC HOME & PLANET
Serial Number:	75330208	ABC
Serial Number:	86211343	AQUASILK
Serial Number:	85131186	COLOR REFORM
Serial Number:	77876637	ABC
Serial Number:	77876698	ABC CARPET & HOME
Serial Number:	88167414	ABC MAGIC CARPET
Serial Number:	85287006	ABC CARPET & HOME
Serial Number:	75329985	ABC CARPET & HOME
Serial Number:	75330046	ABC CARPET & HOME
Serial Number:	75329836	ABC
Serial Number:	75330106	A B C

#### CORRESPONDENCE DATA

##### Fax Number:

*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.*

Phone: 2126030490

Email: dc@robinsonbrog.com

Correspondent Name: David Cykiert

Address Line 1: 875 3rd Avenue

Address Line 2: 9th Floor

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	David Cykiert
SIGNATURE:	/David Cykiert, Esq./
DATE SIGNED:	11/04/2021

#### Total Attachments: 11

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of October 29, 2021 (to be automatically effective at 11:59 pm ET on October 31, 2021), is by and among A.B.C. Carpet Co., Inc., a New York corporation (“**Carpet**”), A.B.C. Home Furnishings, Inc., a New York corporation (“**Home**”), and A.B.C. Oriental Carpets, Inc., a New York corporation (“**Oriental**,” and together with Carpet and Home, each a “**Seller**” and collectively “**Sellers**”), and 888 Capital Partners, LLC, a New York limited liability company (“**Buyer**”), pursuant to an Asset Purchase Agreement by and among Sellers and Buyer, dated as of September 8, 2021 (as amended, the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Sellers have conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Sellers, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright 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, Sellers hereby irrevocably convey, transfer, and assign to Buyer, and Buyer hereby accepts, all of Sellers’ right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on Schedule 2 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; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Sellers’ business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the copyright registrations, applications for registration, and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

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

(e) 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;

(f) all other Acquired Intellectual Property (as such term is defined in the Asset Purchase Agreement); and

(g) 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. Sellers hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, 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 Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Sellers shall take such steps and actions, and provide such cooperation and assistance to 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 reasonably 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 IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Sellers and Buyer with respect to the Assigned IP. The representations, warranties, covenants and agreements 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.

4. Counterparts. This IP 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 IP 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 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. Governing Law. This IP 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 IP 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 New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[signature page follows]

IN WITNESS WHEREOF, Sellers have duly executed and delivered this IP Assignment as of the date first above written.

**SELLERS:**

**A.B.C. Carpet Co., Inc.**

DocuSigned by:  
*Aaron Rose*  
By: \_\_\_\_\_  
EA09C6E741E94EE...  
Name: Aaron Rose  
Title: Chief Executive Officer

**A.B.C. Home Furnishings, Inc.**

DocuSigned by:  
*Aaron Rose*  
By: \_\_\_\_\_  
EA09C6E741E94EE...  
Name: Aaron Rose  
Title: Chief Executive Officer

**A.B.C. Oriental Carpets, Inc.**

DocuSigned by:  
*Aaron Rose*  
By: \_\_\_\_\_  
EA09C6E741E94EE...  
Name: Aaron Rose  
Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

888 CAPITAL PARTNERS, LLC

DocuSigned by:  
*Brian J Beller*  
By: \_\_\_\_\_  
097AFB82BDC5430...  
Name: Brian Beller  
Title: Authorized Signatory

Address for Notices:

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date

SCHEDULE 2


ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS


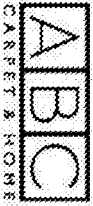

CLIENT NAME	MATTER NAME	COUNTRY	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK CLASS CODE AND DESCRIPTION	STATUS	NEXT DUE DATE
A.B.C. Home Furnishings, Inc.							
A.B.C. Home Furnishings, Inc.	ABC EMBODY	United States of America	90411082	N/A	035-Retail store services	Response to office action	Dec 24, 2021
A.B.C. Home Furnishings, Inc.	GOODWOOD	United States of America	87052914	N/A	20-Furniture, picture frames	Final statement of use deadline	Oct 2, 2021
					21-Household utensils, namely, cooking and serving spoons, cooking and serving forks, tongs, spatulas, spreaders, cutting boards, serving platters, serving bowls, plates, bowls		
					28-Push toys, mechanical toys, toy houses, toy building blocks, toy construction sets		
					8-Cutlery, namely, forks, spoons, chopsticks		
A.B.C. Home Furnishings, Inc.	ABC HOME	United States of America	86363027	4719551	35-retail store services featuring bedding, bath accessories, linens, furniture, home furnishings, gifts and accessories, decorative pillows and throws, lighting, towels, upholstery, tabletop items, gourmet food, kitchenware, jewelry, apparel and fashion accessories, candles, beauty products, personal care products	Sec 8 and/or 15 Grace Period Filing Deadline	Oct 14, 2021
A.B.C. Home Furnishings, Inc.	PURE SEATING COLLECTION	United States of America	88183143	N/A	20-Furniture	Statement of Use/Req for 4th Extension Due	Nov 26, 2021
A.B.C. Home Furnishings, Inc.	IRVING PLACE	United States of America	86422419	4747704	20-Furniture	Sec 8 and/or 15 Grace Period Filing Deadline	Dec 2, 2021

A.B.C. Home Furnishings, Inc.	ABCMKT	United States of America	86078156	4896060	35-retail gourmet food market; retail store services featuring culinary equipment, housewares, kitchenware, cookware, glassware, home accessories, lamps and lighting fixtures, furniture, flatware and serving utensils, salad tongs, ice tongs, non-electric fruit and vegetable peelers, parers, cherry pitters, zesters, apple corers, cheese slicers, pizza cutters, kitchen mallets, dinnerware, cookware, household utensils, utensils for mincing, grinding and straining foods, decorative ceramic, glass, and wooden bowls, trivets, trays, spice racks, wine racks, candlesticks and candleholders not of precious metal, napkin holders, napkin rings, salt and pepper mills, and vases; retail store services featuring kitchen appliances; retail store services featuring cutlery; retail store services featuring kitchen gadgets; retail store services featuring table linens	Sec 8 and/or 15 Filing Deadline	Feb 2, 2022
					41-educational cooking demonstrations; entertainment in the nature of cooking demonstrations		
					43-restaurant services; restaurant services provided in a food court; snackbars; catering; take-out restaurant services		
A.B.C. Home Furnishings, Inc.	ABCDNA	United States of America	77983037	4126020	35-Retail store services featuring furniture, home furnishings, bedding, linens, home accessories, accessories, and jewelry	Sec 8/9 Renewal Deadline	Apr 10, 2022
A.B.C. Home Furnishings, Inc.	ABCDNA	United States of America	77752094	4400359	35-Retail store services featuring mattresses, bathroom accessories, rugs	Sec 8/9 Renewal Deadline	Sep 10, 2023
A.B.C. Home Furnishings, Inc.	ABC HOME & PLANET FOUNDATION	United States of America	85847023	4517115	36-charitable fund raising; eleemosynary services, namely, providing funding and monetary relief for entrepreneurial training, healthcare, environmental stewardship, and human rights for children and families worldwide	Sec 8/9 Renewal Deadline	Apr 22, 2024
A.B.C. Home Furnishings, Inc.	GOODWOOD	United States of America	87977653	5590473	21-Household utensils, namely, cooking and serving spoons, cooking and serving forks; tongs, spatulas, spreaders, cutting boards, serving platters, serving bowls, plates, bowls	Sec 8 and/or 15 Filing Deadline	Oct 23, 2024
A.B.C. Home Furnishings,	COBBLE HILL	United States of	86347943	4688763	20-Furniture	Sec 8/9 Renewal Deadline	Feb 17, 2025





Inc.		America					
A.B.C. Home Furnishings, Inc.	ABC PURE	United States of America	88183171	5935212	20-Furniture	Sec 8 and/or 15 Filing Deadline	Dec 17, 2025
A.B.C. Home Furnishings, Inc.	GIFTS OF COMPASSION	United States of America	78633377	3090125	36-charitable fund raising, eleemosynary services, namely, providing funding and monetary relief for entrepreneurial training, healthcare, environmental stewardship, and human rights for children and families worldwide	Sec 8/9 Renewal Deadline	May 9, 2026
A.B.C. Home Furnishings, Inc.	GROUNDLED	United States of America	77268825	3408902	20-furniture	Sec 8/9 Renewal Deadline	Apr 8, 2028
A.B.C. Home Furnishings, Inc.	LOVE IN ACTION	United States of America	77411717	3508470	36-Charitable fundraising, eleemosynary services, namely, providing funding and monetary relief for entrepreneurial training, healthcare, environmental stewardship, and human rights for children and families worldwide	Sec 8/9 Renewal Deadline	Sep 30, 2028
A.B.C. Home Furnishings, Inc.	MISSIONmarket	United States of America	78633338	3576219	41-Charitable services, namely, providing educational information describing environmental, social services, and human right organizations worldwide and organizations that receive funding and monetary relief	Sec 8/9 Renewal Deadline	Feb 17, 2029
A.B.C. Home Furnishings, Inc.	ABC HOME & PLANET	United States of America	77421302	3717356	35-Retail store services featuring gifts and accessories, decorative pillows and throws, lighting, sheets, pillows, comforters, blankets, towels, bath accessories, beds, furniture, home furnishings, upholstery, energy-saving and environmentally-friendly products	Sec 8/9 Renewal Deadline	Dec 1, 2029
A.B.C. Home Furnishings, Inc.	ABC	United States of America	75330208	2394540	35-retail store services, featuring bedding, bathroom accessories, linens, furniture and home furnishings	Sec 8/9 Renewal Deadline	Nov 17, 2030
A.B.C. Oriental Carpets, Inc.							

ABC Oriental Carpets, Inc.	AQUASLIK	United States of America	86211343	4628032	27-carpets, rugs and floor coverings	Sec 8 and/or 15 Filing Deadline Grace Period with Fine - instructed to lapse	Apr 28, 2021
ABC Oriental Carpets, Inc.	COLOR REFORM	United States of America	85131186	4025098	27-carpets, rugs, and other floor coverings	Sec 8/9 Renewal Deadline	Sep 13, 2021
A.B.C. Carpet Co., Inc.							
A.B.C. Carpet Co., Inc.	ABC	United States of America	77876637	3852639	37-Cleaning, repair and restoration services for rugs, carpets, upholstery and furniture	Renewal Grace Period Deadline (timely filed, await acceptance)	Mar 28, 2021
A.B.C. Carpet Co., Inc.	ABC CARPET & HOME & Design 	United States of America	77876698	3852640	37-Cleaning, repair and restoration services for rugs, carpets, upholstery and furniture	Renewal Grace Period Deadline (timely filed, await acceptance)	Mar 28, 2021
A.B.C. Carpet Co., Inc.	ABC MAGIC CARPET	United States of America	88167414	N/A	27-Rugs, carpeting, floor coverings, and carpet underlays	Statement of Use/Req for 4th Extension Due	Dec 10, 2021
					35-retail, online wholesale, and online retail store services in the fields of rugs, carpeting, floor coverings, and carpet underlays		

A.B.C. Carpet Co., Inc.	ABC CARPET & HOME & Design 	European Union	10316453	10316453	35-Retail store services, featuring rugs and carpets	Renewal Due	Oct 5, 2021
A.B.C. Carpet Co., Inc.	ABC CARPET & HOME & Design 	United States of America	85287006	4148807	35-retail store services, featuring rugs and carpets	Sec 8/9 Renewal Deadline	May 29, 2022
A.B.C. Carpet Co., Inc.	ABC CARPET & HOME & Design 	United States of America	75329985	2185853	35-retail store services, featuring rugs and carpets	Sec 8/9 Renewal Deadline	Sep 1, 2028
A.B.C. Carpet Co., Inc.	ABC CARPET & HOME (Stylized)	United States of America	75330046	2185854	35-retail store services, featuring rugs and carpets	Sec 8/9 Renewal Deadline	Sep 1, 2028

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A.B.C. Carpet Co., Inc.	ABC	United States of America	75329836	2193567	35-retail store services, featuring rugs and carpets	Sec 8/9 Renewal Deadline	Oct 6, 2028
A.B.C. Carpet Co., Inc.	A B C & Design 	United States of America	75330106	2212531	35-retail store services, featuring rugs and carpets	Sec 8/9 Renewal Deadline	Dec 22, 2028

**SCHEDULE 3****ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS****Copyright Registrations**

<b>Title</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
[under exclusive license between [LICENSOR] and [LICENSEE] pursuant to [AGREEMENT TITLE] dated [DATE]]			

**Copyright Applications**

<b>Title</b>	<b>Jurisdiction</b>	<b>Application Number</b>	<b>Filing Date</b>
[under exclusive license between [LICENSOR] and [LICENSEE] pursuant to [AGREEMENT TITLE] dated [DATE]]			