

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691038

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	05/01/2019		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Soho Studio, Corp.		05/03/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Soho Studio, LLC		
Street Address:	15 Hoover St.		
City:	Inwood		
State/Country:	NEW YORK		
Postal Code:	11096		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3102543	SOHO	
Registration Number:	4908062	TILEBAR	
Registration Number:	4631729	POWERED BY CREATIVITY	
Registration Number:	5569976	GATSBY	
Serial Number:	87393302	BEYOND THE BAR	
Serial Number:	87393310	TILE IS ART	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	hmiller@vedderprice.com		
Correspondent Name:	Holly Miller		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	54216.00.0004		
NAME OF SUBMITTER:	Holly Miller		
SIGNATURE:	/Holly Miller/		
DATE SIGNED:	11/29/2021		

CH \$165.00 3102543

Total Attachments: 10

source=FE Soho-LVC IP Assignment#page1.tif
source=FE Soho-LVC IP Assignment#page2.tif
source=FE Soho-LVC IP Assignment#page3.tif
source=FE Soho-LVC IP Assignment#page4.tif
source=FE Soho-LVC IP Assignment#page5.tif
source=FE Soho-LVC IP Assignment#page6.tif
source=FE Soho-LVC IP Assignment#page7.tif
source=FE Soho-LVC IP Assignment#page8.tif
source=FE Soho-LVC IP Assignment#page9.tif
source=FE Soho-LVC IP Assignment#page10.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Assignment”), dated as of May 3, 2019 and effective as of 12:01 A.M., New York time, on May 1, 2019 (the “Effective Time”) between Soho Studio, LLC, a Delaware limited liability company (“Assignee”) and Soho Studio, Corp., a New York corporation (“Assignor”). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in that certain Asset Transfer Agreement (the “Asset Transfer Agreement”), dated as of May 3, 2019 and effective as of the Effective Time by and between Assignee, Assignor and, for the limited purposes set forth therein, Eliezer Mechlovitz, an individual resident of the State of New York and the sole shareholder of Seller (the “Shareholder”).

W I T N E S S E T H:

WHEREAS, pursuant to the terms of the Transfer Agreement, Assignor has agreed to transfer, convey, assign and deliver to Assignee, and Assignee has agreed to acquire from Assignor, the Assets; and

WHEREAS, pursuant to the Transfer Agreement, as a subset of the Assets, Assignor has agreed to transfer and assign to Assignee, and Assignee has agreed to acquire from Assignor, all of Assignor’s rights, title and interest in and to the Intellectual Property.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, Assignee and the Shareholder hereby agree as follows:

1. Assignment. Subject to the terms and conditions of the Transfer Agreement, and effective as of the above Effective Time, Assignor hereby transfers, conveys, assigns and delivers to Assignee all of Assignor’s rights, title and interest in and to the Intellectual Property, including, without limitation:

- (a) the registered and unregistered trademarks, as set forth in Appendix A, and related goodwill;
- (b) the registered and unregistered copyrights, as set forth in Appendix B; and
- (c) the domain names, as set forth in Appendix C; and
- (d) the social media accounts, as set forth in Appendix D.

2. Incorporation; Conflict. The terms of the Transfer Agreement, including, without limitation, the representations, warranties, covenants, agreements and indemnities relating to, the Intellectual Property are incorporated herein by this reference. Notwithstanding anything to the contrary contained herein, Assignor, Assignee and the Shareholder hereby acknowledge and agree that this Assignment is subject to the terms, conditions and limitations set forth in the Transfer

*Assignment of Intellectual Property
Asset Transfer Agreement
Soho Studio, LLC & Soho Studio, Corp.*

Agreement, and nothing contained in this Assignment will be deemed to supersede, modify, limit or amend the representations, warranties, covenants, agreements and indemnities contained in the Transfer Agreement, or any of the rights, duties or obligations of Assignor, Assignee or the Shareholder under the Transfer Agreement, this Assignment being intended only to further effect and implement the assignment and transfer of the Intellectual Property to Assignee, as contemplated by the Transfer Agreement. In the event of any conflict or inconsistency between the terms of this Assignment and the Transfer Agreement, the terms of the Transfer Agreement shall govern.

3. Successors and Assigns. The provisions of this Assignment shall be binding upon and inure to the benefit of Assignee, Assignor, and the Shareholder, and their respective successors and permitted assigns.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware (without reference to its conflicts of laws rules).

5. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which together will be deemed to be one and the same instrument, and may be executed by facsimile, electronic or emailed signatures, all of which will be considered original signatures.

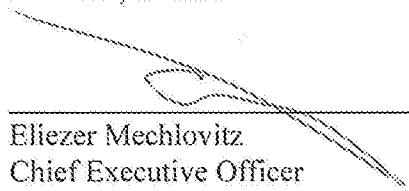
[Signatures Appear on the Following Page]

*Assignment of Intellectual Property
Asset Transfer Agreement
Soho Studio, LLC & Soho Studio, Corp.*

IN WITNESS WHEREOF, Assignor, Assignee and the Shareholder each have caused this Assignment to be executed as of the Effective Time.

ASSIGNOR:

SOHO STUDIO, CORP.

By: 
Name: Eliezer Mechlovitz
Title: Chief Executive Officer

ASSIGNEE:

SOHO STUDIO, LLC

By: Soho Partners, LLC, its sole manager

By: _____
Name: Ryan K. Nagim
Title: Director

SHAREHOLDER:

ELIEZER MECHLOVITZ



*Assignment of Intellectual Property
Asset Transfer Agreement
Soho Studio, LLC & Soho Studio, Corp.*

IN WITNESS WHEREOF, Assignor, Assignee and the Shareholder each have caused this Assignment to be executed as of the Effective Time.

ASSIGNOR:

SOHO STUDIO, CORP.

By: _____
Name: Eliezer Mechlovitz
Title: Chief Executive Officer

ASSIGNEE:

SOHO STUDIO, LLC

By: Soho Partners, LLC, its sole manager

By: *Ryan K. Nagim*
Name: Ryan K. Nagim
Title: Director

SHAREHOLDER:

ELIEZER MECHLOVITZ

APPENDIX A

Trademarks

Mark	Application Ser. No.	Status	Reg. No.	Country
SOHO	76389618	Registered	3102543	US
TILEBAR	86672142	Registered	4908062	US
POWERED BY CREATIVITY	86224074	Registered	4631729	US
BEYOND THE BAR	87393302	Allowed		US
TILE IS ART	87393310	Allowed		US
GATSBY	87799335	Registered	5569976	US
TILEBAR	1828880	Registered	TMA1011577	CA
SOHO STUDIO CORP. & DESIGN	1839670	Pending		CA

Intellectual Property includes the following unregistered marks and logos, and derivatives thereof:

SAVE TREES USE TILES



APPENDIX B

Copyrights

COPYRIGHT TITLE	COPYRIGHT NO.
WAVE: BISCUIT + BEACH; GALACTIC + ICE; OCEAN + BLUE; SEAGRASS	VA0002082126
WATERFALL: SIVER + DUST; SLATE + CASTLE; BLACK + ICE; COFFEE + BREAK; DESERT + DREAM; GOLDEN + ENCHANTMENT; LIGHT + HOUSE	VA0002082128
VIVA: CHAMPAGNE + 1X1; CHAMPAGNE + 1X3; COGNAC + 4X12; GOLDEN + MAPLE + 2X2; GOLDEN + MAPLE + 4X12; GOLDEN + MAPLE + PLANKS; HICKORY + WOOD + 22; HICKORY + WOOD + 4X12; HICKORY + WOOD + PLANKS; HICKORY + WOODEN + BIRCH + 2X2; HICKORY + BIRCH + 4X12; HICKORY + WOODEN + BIRCH + PLANKS; ICED + TEA + 1X1; ICED + TEA + 4X12; ROSE + 4X12; TECH + BRONZE + 2X2; TECH + BRONZE + 4X12; TECH + BRONZE + PLANKS; TECH + GRAY + 2X2; TECH + GRAY + 4X12; TECH + GRAY + PLANKS; TECH + ICE + 2X2; TECH + ICE + 4X12; TECH + ICE + PLANKS; TUSCANY + VINE	VA0002081317
SURFACE TECH: BRICK + BUCARAMANGA + GRAY; SQUARE + BUCARAMANGA + GRAY; STONE + BRICK + GRAY + MIST; STONE + SQUARE + BOGOTA + BEIGE; STONE + SQUARE + GRAY + MIST; BRICK + BOGATA + BEIGE	VA0002082129
MJ JULIET II	VA0002134517
MJ JULIET	VA0002142101
MAJIC: BRICK + AQUATIC + ROYAL + BLUES; BRICK + DEEP + SEA + GOLD; SQUARE + AQUATIC + ROYAL + BLUES; SQUARE + DEEP + SEA + GOLD	VA0002082132
Ice Stiletto Steel	VA0001804932
ICE: BASALT + 3 + 4X3 + 4 + SQUARES; CARRERA + 3 + 4X3 + 4 SQUARES; STEEL + 3 + 4X3 + SQUARES; STILETTO + CREMA; STILETTO + CARRERA; STILETTO + BASALT; STILETTO + STEEL; VENETIAN + BASALT; VENETIAN + CARRERA; VENETIAN +	VA0002082139

*Appendix B to Assignment of Intellectual Property
Asset Transfer Agreement
Soho Studio, LLC & Soho Studio, Corp.*

STEEL	
GLITZ & GLAMOR: PRECIOUS + QUEEN; SNOW + PRINCESS; THE + MIGHTY + QUEEN; WILD + KNIGHT	VA0002082133
GEM: PEARL + CORAL; PEARL + MYSTIC + WAVE; PEARL + REEF; PEARL + SAND + DRIFT; PEARL + SEACAVE; PEARL + STARBRIGHT	VA0002082135
GARDEN : CREAM + CARNATION; CYPRESS; GOLDEN + VINE; IRISDESCENT + HONEY; JARRAH; SLATE + VINE	VA0002082134
Fusion Cape Cod Random Brick	VA0001804929
Elements Wind Freeform Brick	VA0001804935
Elements Rain Freeform Brick	VA0001804931
Elements Illumination Freeform Brick	VA0001804930
Elements Everglade Freeform Brick	VA0001804933
ELEMENT: WIND + MINI + BRICK; WIND + FREEFORM; THUNDER + MINI + BRICK; THUNDER + FREEFORM; RAIN + MINI + BRICK; RAIN + FREEFORM; LUMBER + MINI + BRICK; LUMBER + FREEFORM; ILLUMINATION + MINI; ILLUMINATION + FREEFORM; HAIL + MINI + BRICK; HAIL + FREEFORM; EVERGLADE + MINI + BRICK ; EVERGLADE + FREEFORM; ECLIPSE + MINI + BRICK; ECLIPSE + FREEFORM	VA0002082137
BIJOU: SILVER + MOON; ACORN + FOREST; DARK + ROAST; GRAVEL + STEEL; OAKWOOD + MANOR; ROCKY + COAST	VA0002082141
Art Coffee Bar Deco	VA0001804934
ARISTO: ONYX + CALCUTTA; CREMA + THASSOS; CARARRA + MUGWORTH	VA0002082140

*Appendix C to Assignment of Intellectual Property
Asset Transfer Agreement
Soho Studio, LLC & Soho Studio, Corp.*

APPENDIX C

Domain Names

Domain Name	TLD	Expiration/ Renewal Date	Status	Privacy
billpaysoho.com	.com	11/3/2020	Active	Public
commercialtilebar.com	.com	8/14/2023	Active	Public
DISCOUNTTILEBAR.COM	.com	7/14/2020	Active	Public
GLASSTILES.ORG	.org	4/20/2020	Active	Private
GLASSTILESTORE.COM	.com	3/5/2020	Active	Private
GLASSTILESTORE.NET	.net	11/17/2020	Active	Public
HOWTOINSTALLTILES.COM	.com	3/8/2019	Active	Public
ivyhilltile.com	.com	12/5/2023	Active	Public
ivyhilltiles.com	.com	12/5/2023	Active	Public
protilebar.com	.com	8/14/2023	Active	Public
SMILES4TILES.COM	.com	12/19/2019	Active	Public
SMILES4TILES.ORG	.org	2/9/2020	Active	Public
sohocorpinfo.com	.com	8/14/2019	Active	Public
sohostudiocorp.com	.com	12/19/2019	Active	Private
SOHOSTUDIOTILE.COM	.com	12/19/2020	Active	Public
THETILEBAR.COM	.com	12/19/2020	Active	Public
TILEBAR.COM	.com	9/16/2023	Active	Public
TILEBAR.TV	.tv	6/25/2019	Active	Public
TILEBARDISCOUNT.COM	.com	12/19/2019	Active	Public
TILEBARDISCOUNTS.COM	.com	12/19/2019	Active	Public
tilebarpro.com	.com	8/14/2023	Active	Public
tilebartrade.com	.com	8/14/2023	Active	Public

*Appendix C to Assignment of Intellectual Property
Asset Transfer Agreement
Soho Studio, LLC & Soho Studio, Corp.*

tilebarvip.com	.com	8/14/2023	Active	Public
TILEHIGHCLUB.COM	.com	12/19/2019	Active	Public
tradetilebar.com	.com	8/14/2023	Active	Public
viptilebar.com	.com	8/14/2023	Active	Public

APPENDIX D

Social Media Accounts

Social Media Platform
Pinterest
Instagram
Magento: https://tilebar.com/zpanel
Listrak
Four Sixty
Houzz
Sprout Social
LATER
Twitter