

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM699521

<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>
Bolton Furniture, Inc.		01/04/2022	Corporation: VERMONT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Trademark Global, LLC		
<b>Street Address:</b>	7951 W Erie Ave		
<b>City:</b>	Lorain		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44053		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5942847	ALATERRE FURNITURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2167811212		
<b>Email:</b>	Trademarks@walterhav.com		
<b>Correspondent Name:</b>	Sean F. Mellino		
<b>Address Line 1:</b>	1301 E. 9th St. Suite 3500		
<b>Address Line 2:</b>	The Tower at Erieview		
<b>Address Line 4:</b>	cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	70206-139US200		
<b>NAME OF SUBMITTER:</b>	sean f. mellino		
<b>SIGNATURE:</b>	/sean f. mellino/		
<b>DATE SIGNED:</b>	01/04/2022		
<b>Total Attachments: 6</b>			
source=Alaterre Furniture assignment to Trademark (03990862x9EF3B)#page1.tif			
source=Alaterre Furniture assignment to Trademark (03990862x9EF3B)#page2.tif			
source=Alaterre Furniture assignment to Trademark (03990862x9EF3B)#page3.tif			
source=Alaterre Furniture assignment to Trademark (03990862x9EF3B)#page4.tif			

OP \$40.00 5942847

source=Alaterre Furniture assignement to Trademark (03990862x9EF3B)#page5.tif

source=Alaterre Furniture assignement to Trademark (03990862x9EF3B)#page6.tif

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of this 4<sup>th</sup> day of January in the year 2021, is made by and between Bolton Furniture, Inc. ("Assignor"), a Corporation organized in the State of Vermont, U.S.A., located at 133 Gallery Lane Morrisville, Vermont in favor of Trademark Global, LLC ("Assignee"), a limited liability company organized in the State of Delaware, U.S.A., located at 7951 West Erie Avenue, Lorain, Ohio 44053, pursuant to a Share Purchase Agreement, dated August 10, 2021. Hereafter, collectively referred to as the "Parties."

**WHEREAS**, under the terms of the Share Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor.

**WHEREAS**, Assignor consents and agrees that it is its intent to convey, transfer, and assign all right, title and interest in and to Assignee the trademark(s) listed in Schedule 1, in addition to the goodwill symbolized thereby;

**WHEREAS**, Assignee consents and agrees that it is its intent to acquire all right, title and interest in and to the trademark(s) listed in Schedule 1, in addition to the goodwill symbolized thereby;

**WHEREAS**, the Parties agree to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions worldwide;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Assignor hereby assigns and Assignee hereby acquires all right, title and interest in and to the trademarks listed in Schedule 1, and all other related intellectual property, throughout the world, together with all derivations thereof and including all goodwill associated therewith, whether based on common law or the laws of the various states, and the right (but not the obligation) to assert such trademark and other assigned rights to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur, the Parties agree as follows:

1. 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 following:

- a) the trademark registration and application set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Assigned

Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

b) hereto and all issuances, extensions, and renewals thereof the Assigned Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

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

d) 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

e) 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. Assignor hereby authorizes 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 Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, and at Assignee’s sole cost and expense, 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

4. Terms of the Share Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Share Purchase Agreement between the Parties, to which reference is made for a further statement of the rights and obligations of the Parties with respect to the Registered IP. The representations, warranties, covenants, agreements, and indemnities contained in the Share 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 Share Purchase Agreement and the terms hereof, the terms of the Share Purchase Agreement shall govern.

5. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

6. Governing Law. This Trademark 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 Trademark 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 Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]





**SCHEDULE 1**  
**Assigned Trademarks**

*Trademark Registrations*

Mark	Jurisdiction	Registration No.	Application No.	Application Filing Date	Registration Date
ALATERRE FURNITURE	U.S.A.	5,942,847	88/449,090	May 28, 2019	December 24, 2019
ALATERRE FURNITURE	Canada		1983947	September 6, 2019	