

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM707468

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/15/2016
RESUBMIT DOCUMENT ID:	900664865

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Salvatore Ferro		11/01/2021	INDIVIDUAL:
Carl Hyman		11/01/2021	INDIVIDUAL:
Robert Hyman		11/01/2021	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	Alure Home Improvements, Inc.
Street Address:	70 Mall Dr
City:	Commack
State/Country:	NEW YORK
Postal Code:	11725
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3803180	10 DAY KITCHEN BY ALURE
Registration Number:	1728166	ALURE
Registration Number:	3803181	10 DAY KITCHEN BY ALURE
Registration Number:	3508243	ALURE
Registration Number:	3034685	WE GO TO EXTREMES TO BUILD YOUR DREAMS

CORRESPONDENCE DATA

Fax Number: 6124927077

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: 6124927717

Email: mhill@fredlaw.com

Correspondent Name: Michelle Hill

Address Line 1: 200 SOUTH 6TH STREET, SUITE 4000

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER: 59978.64

NAME OF SUBMITTER:	Michelle Hill
SIGNATURE:	/Michelle Hill/
DATE SIGNED:	02/09/2022
Total Attachments: 8 source=HomeRenew-Alure_Notice of Non-Recordation#page1.tif source=HomeRenew_Alure_original cover sheet#page1.tif source=HomeRenew_Alure - Trademark Assignment (November 2021)#page1.tif source=HomeRenew_Alure - Trademark Assignment (November 2021)#page2.tif source=HomeRenew_Alure - Trademark Assignment (November 2021)#page3.tif source=HomeRenew_Alure - Trademark Assignment (November 2021)#page4.tif source=HomeRenew_Alure - Trademark Assignment (November 2021)#page5.tif source=HomeRenew_Alure - Trademark Assignment (November 2021)#page6.tif	

NUNC PRO TUNC TRADEMARK ASSIGNMENT AGREEMENT

This NUNC PRO TUNC TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), is made by Salvatore Ferro, an individual (“**SF**”), Carl Hyman, an individual (“**CH**”), and Robert Hyman, an individual (“**RH**”) (SF, CH, and RH are individually referred to herein as “**Assignor**,” and, collectively, as “**Assignors**”) and Alure Home Improvements, Inc., a New York corporation (“**Assignee**”).

WHEREAS, effective August 15, 2016 (“**Assignment Effective Date**”), SF bought out the interests of CH and RH (including any and all intellectual property rights used in the business) of Alure Home Improvements, Inc.;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably convey, transfer, and assign, *nunc pro tunc* as of the Assignment Effective Date, to Assignee, and Assignee hereby accepts, all of Assignors’ right, title, and interest in and to the following:

(a) the trademark registrations set forth on Schedule ~~0~~ 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) all rights of any kind whatsoever of Assignors accruing under any of the foregoing 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. Assignors hereby authorize 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, at Assignee’s sole cost and expense, each Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assignees, 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 future assignee or successor thereto.

3. 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.

4. Successors and Assignees. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assignees.

5. 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 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, as of November 1, 2021, the Parties have duly executed and delivered this Trademark Assignment

ASSIGNORS:

SALVATORE FERRO

By: Salvatore Ferro

CARL HYMAN

By: Carl Hyman

ROBERT HYMAN

By: _____

ASSIGNEE:

ALURE HOME IMPROVEMENTS, INC.

By: Salvatore Ferro

Name: Salvatore Ferro

Title: President

IN WITNESS WHEREOF, as of November 1, 2021, the Parties have duly executed and delivered this Trademark Assignment.

ASSIGNORS:

ASSIGNEE:

SALVATORE FERRO

ALURE HOME IMPROVEMENTS, INC.

By: _____

By: Salvatore Ferro

Name: Salvatore Ferro

Title: President

CARL HYMAN

By: _____

ROBERT HYMAN

By: 