

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM711881

|   |  |                       |                                     |
|---|--|-----------------------|-------------------------------------|
| <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>                  |
| Great Bay Home Fashions, LLC  |  | 12/31/2021            | Limited Liability Company: DELAWARE |
| Home Fashion Designs, LLC   |  | 12/31/2021            | Limited Liability Company: DELAWARE |
| Home Fashion Distributors, LLC  |  | 12/31/2021            | Limited Liability Company: MAINE    |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                                     |
| <b>Name:</b>  | Great Bay Home Ventures, LLC                       |                       |                                     |
| <b>Street Address:</b>  | 239 2nd Avenue S.                                  |                       |                                     |
| <b>Internal Address:</b>  | Second Floor                                       |                       |                                     |
| <b>City:</b>  | St. Petersburg                                     |                       |                                     |
| <b>State/Country:</b>   | FLORIDA  |                       |                                     |
| <b>Postal Code:</b>   | 33701  |                       |                                     |
| <b>Entity Type:</b>   | Limited Liability Company: FLORIDA                 |                       |                                     |
| <b>PROPERTY NUMBERS Total: 9</b>  |  |                       |                                     |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                                     |
| <b>Serial Number:</b>   | 87155500   | GREAT BAY HOME        |                                     |
| <b>Registration Number:</b>   | 6323329  | GREAT BAY HOME        |                                     |
| <b>Registration Number:</b>   | 5832729  | H                     |                                     |
| <b>Registration Number:</b>   | 5679847  | SOFA SAVER            |                                     |
| <b>Registration Number:</b>   | 5699528  | THE PET PROTECTOR     |                                     |
| <b>Registration Number:</b>   | 5397331  | GREAT BAY DESIGNS     |                                     |
| <b>Serial Number:</b>   | 97103942   | SUN SPROUTS           |                                     |
| <b>Registration Number:</b>   | 6585199  | VELVET LUXE           |                                     |
| <b>Serial Number:</b>   | 88271245   | HOME FASHION DESIGNS  |                                     |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                                     |
| <b>Fax Number:</b>  | 9545074502   |                       |                                     |
| <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>   | 9545074500   |                       |                                     |

OP \$240.00 87155500

**Email:** Info@JohnsonDalal.com  
**Correspondent Name:** Mark C. Johnson  
**Address Line 1:** 111 N. PINE ISLAND ROAD  
**Address Line 2:** SUITE 105  
**Address Line 4:** Plantation, FLORIDA 33324

**NAME OF SUBMITTER:** Mark C. Johnson

**SIGNATURE:** /Mark C. Johnson/

**DATE SIGNED:** 03/03/2022

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY ASSIGNMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT (“IP Assignment”)**, dated as of December 31, 2021, is made by **Great Bay Home Fashions, LLC**, a Delaware limited liability company, **Home Fashion Designs, LLC**, a Delaware limited liability company, and **Home Fashion Distributors, LLC**, a Maine limited liability company (collectively the “**Seller**”), in favor of **Great Bay Home Ventures, LLC**, a Florida limited liability company, located at 239 2nd Avenue S, 2nd Floor, St. Petersburg, FL 33701 (“**Buyer**”), the buyer of certain assets of Seller pursuant to a Contribution Agreement among Seller and Buyer, dated as of the same date herewith (the “**Contribution Agreement**”).

**WHEREAS**, under the terms of the Contribution Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, all intellectual property rights of Seller, 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**, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the trademark registrations and applications set forth on Appendix 1 hereto (and any unregistered trademarks) 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) the copyright registrations, applications for registration, and exclusive copyright licenses set forth on Appendix 2 hereto (and any unregistered copyrights) and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(c) the website domain registrations set forth on Appendix 3 hereto (the “**Domains**”);

(d) all social media account or user names (including “handles”) set forth on Appendix 5 hereto (the “**Social Media Accounts**”);

(e) all trade secrets and formulations;

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

(g) 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

(h) 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. Seller 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 IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such commercially reasonable 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into in connection with the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution 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 Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

4. Electronic Signature. A signed copy of this IP Assignment delivered by 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 Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

(SIGNATURE PAGE FOLLOWS)

**IN WITNESS WHEREOF**, Seller has duly executed and delivered this IP Assignment as of the date first above written.

**SELLER:**

**Great Bay Home Fashions, LLC,**  
a Delaware limited liability company




By: Michael F. O'Neil  
Title: Manager

**Home Fashion Designs, LLC,**  
a Delaware limited liability company



By: Michael F. O'Neil  
Title: Manager

**Home Fashion Distributors, LLC,**  
a Maine limited liability company



By: Michael F. O'Neil  
Title: Manager

**Appendix 1**  
**TRADEMARKS**

**Trademark Registrations**

**1. Great Bay Home Fashions, LLC**

| <b>Mark</b>                | <b>Jurisdiction</b> | <b>Class</b>       | <b>Registration Number</b> | <b>Serial Number</b> | <b>Registration Date</b> |
|----------------------------|---------------------|--------------------|----------------------------|----------------------|--------------------------|
| Great Bay Home (Word Mark) | USPTO               | 20, 24, 27         | 5,313,146 – Word           | 87155500             | October 17, 2017         |
| Great Bay Home             | UK                  | 020, 024           | UK00917900892              | UK00917900892        |                          |
| Great Bay Home             | Europe              | 020, 024           | 017900892                  | 017900892            |                          |
| Great Bay Home             | China               | 024                | 31102967                   |                      |                          |
| Great Bay Home (logo)      | USPTO               | 20, 24, 35         | 6,323,329 - Design         | 88642646             | April 13 2021            |
| H (logo)                   | US                  | 20, 24             | 5832729                    | 88247400             |                          |
| Sofa Saver                 | US                  | 02,04              | 5679847                    | 88019004             | February 19, 2019        |
| The Pet Protector          | US                  | 20                 | 5699528                    | 87843825             |                          |
| Great Bay Designs          | US                  | 020, 021, 024, 027 | 5397331                    | 87155599             |                          |
| “Home Fashions Outlet”     | Maine               | 24, 35             | 20090149 M                 |                      | January 30, 2009         |
| “The Sweatshirt Shop”      | Maine               | 25, 35             | 20090150 M                 |                      | January 30, 2009         |
| Sun Sprouts                | US                  | 035                | 97103942                   |                      | Pending Exam             |
| Velvet Luxe                | US                  | 24                 | 6585199                    | 90469372             |                          |

**Home Fashion Designs, LLC**

| <b>Mark</b>             | <b>Jurisdiction</b> | <b>Class</b>  | <b>Registration Number</b> | <b>Serial Number</b> | <b>Registration Date</b>                       |
|-------------------------|---------------------|---------------|----------------------------|----------------------|--|
| Home Fashion Designs    | US                  | 24            |                            | 88271245             | Final Office Action response due on 04/01/2022 |
| Great Bay Home (design) | Canada              | 020, 024, 035 |                            | 2142909              | Pending Exam                                   |
| Great Bay Home          | Canada              | 020, 024, 035 |                            | 2142910              | Pending Exam                                   |
|                         |                     |               |                            |                      |  |
|                         |                     |               |                            |                      |  |

## Appendix 2

### DOMAINS

greatbayhome.com  
great-bay-home.myshopify.com  
shop.greatbayhome.com  
greatbaydesigns.com  
shop.greatbaydesigns.com  
greatbaypillow.com  
greatbaylinens.com  
hamptonbaydesigns.com  
hamptonshomedesigns.com  
hamptonhomedesign.com  
shop.hamptonhomedesign.com  
shop.hamptonshomedesigns.com  
greatbayhomefashions.com  
www.homefashionsdesigns.com  
www.homefashionsinc.com



**Appendix 3**  
**COPYRIGHTS**

**Copyright Registrations**

| <b>Title</b>       | <b>Jurisdiction</b> | <b>Registration Number</b> | <b>Registration Date</b> | <b>Type of Work</b> |
|--------------------|---------------------|----------------------------|--------------------------|---------------------|
| Stonehurst Partner | US                  | VA0002273010               | 7/2/21                   | Visual Material     |
|                    |                     |                            |                          |                     |

**Copyright Applications**

| <b>Title</b> | <b>Jurisdiction</b> | <b>Application Number</b> | <b>Filing Date</b> |
|--------------|---------------------|---------------------------|--------------------|
|              |                     |                           |                    |
|              |                     |                           |                    |

## Appendix 4

### SOCIAL MEDIA ACCOUNTS

Instagram: @greatbayhome <http://instagram.com/greatbayhome>

Facebook : <https://www.facebook.com/greatbayhome>

Pinterest: <https://pinterest.com/greatbayhome>

Twitter: <https://twitter.com/greatbayhome>

<https://www.facebook.com/HomeFashionDesigns/>

<https://www.instagram.com/homefashiondsgrn/?hl=en>

<https://twitter.com/homefashiondsgrn>