

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM719120

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ideal Tile & Stone Importing LLC		04/01/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Cancos Tile & Stone LLC		
Street Address:	1085 Portion Road		
City:	Farmingville		
State/Country:	NEW YORK		
Postal Code:	11738		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1605947	IT IDEAL TILE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	barkuss@beckerlg.com		
Correspondent Name:	Brett Arkuss		
Address Line 1:	71 Vassar Ave		
Address Line 4:	Providence, RHODE ISLAND 02906		
NAME OF SUBMITTER:	Brett Arkuss		
SIGNATURE:	/Brett Arkuss /		
DATE SIGNED:	04/05/2022		
Total Attachments: 4			
source=3.1.4 - Ideal - IP Assignment & Assumption Agreement#page1.tif			
source=3.1.4 - Ideal - IP Assignment & Assumption Agreement#page2.tif			
source=3.1.4 - Ideal - IP Assignment & Assumption Agreement#page3.tif			
source=3.1.4 - Ideal - IP Assignment & Assumption Agreement#page4.tif			

OP \$40.00 1605947

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of April 1, 2022, is made by Ideal Tile & Stone Importing LLC, a New Jersey limited liability company (“**Seller**”) and Cancos Tile & Stone LLC, a Delaware limited liability company (“**Buyer**”).

Seller and Buyer have entered into that certain Asset Contribution and Purchase Agreement, dated as of the date hereof (as it may be amended, restated or otherwise modified, the “**Purchase Agreement**”) along with Cancos Tile Corporation, a New York corporation, Cancos Tile NYC, LLC, a New York limited liability company, Creations in Tile and Marble, Inc., a New York corporation, d/b/a COBSA USA, certain named individuals and International Designs Holdings LLC, a Delaware limited liability company. Unless defined herein, capitalized terms used in this IP Assignment shall have the meanings given to them in the Purchase Agreement. Under the Purchase Agreement, Seller are to sell and Buyer is to purchase, among other assets, all Seller Intellectual Property.

Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of, all of Seller’s right, title and interest in, to and under the Seller Intellectual Property, listed in Schedule A (the “**Assigned IP**”) hereto and incorporated herein by reference, including without limitation all unregistered trademarks, service marks and trade names (all of the foregoing being referred to herein as the “**Marks**”).

Seller therefore agrees as follows:

1. Assignment. In consideration of the premises and agreements contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective on the Closing Date, Seller irrevocably conveys, transfers and assigns to Buyer all of Seller's right, title, and interest in and to the following:

- (a) in, to and under the Assigned IP, including the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby;
- (b) all rights of Seller accruing under the Assigned IP, including the Marks;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Assigned IP, including the Marks; and
- (d) any and all claims and causes of action with respect to the Assigned IP, including the Marks, 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.

It is the purpose of this IP Assignment and intent of the parties that all intellectual property rights of any nature in connection with such Assigned IP, including the Marks, that Seller may have, be transferred by Seller to Buyer. Nothing herein contained shall be deemed to sell, transfer, grant, convey, deliver or assign any Excluded Liabilities to Buyer.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives (including, without limitation, the execution and delivery of any affidavits, declarations, filings, oaths, exhibits, assignments, powers of attorney or other documents) as may be reasonably necessary to more fully and effectively effectuate the purposes of this IP Assignment.

3. Terms of Asset Contribution and Purchase Agreement. The terms of the Agreement are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. Nothing contained in this IP Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of Buyer and Seller contained in the Agreement. In the event of any conflict or inconsistency between the terms of this IP Assignment and the Agreement, the terms of the Agreement shall govern.

4. Assignability. This IP Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Assignment shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without regard to any choice or conflict of law provision or rule, whether of the State of New York or any other jurisdiction.

6. Headings. The headings of this IP Assignment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

7. Severability. Whenever possible, each provision or portion of any provision of this IP Assignment shall be interpreted in such manner as to be effective and valid under applicable Legal Requirements, but if any provision or portion of any provision of this IP Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable Legal Requirements or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this IP Assignment shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

8. Counterparts. This IP Assignment may be executed in one or more counterparts, each one of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement.

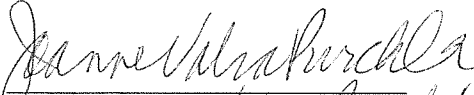
9. Execution. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has executed and delivered this IP Assignment as of the date first written above.

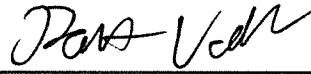
SELLER:

IDEAL TILE & STONE IMPORTING LLC

By: 
Name: Joanne Valva Purchla
Title: Member

BUYER:

CANCOS TILE & STONE LLC

By: 
Name: Robert Frank Valva
Title: CEO

Schedule A
Assigned IP

Trademarks

<u>Mark</u>	<u>Registration Number</u>	<u>Reg. Date</u>
IT IDEAL TILE and Design	1,605,947	July 10, 1990