

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM774627

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the receiving party data recorded as Renovation Brands LLC and RGM Enterprises and Holdings LLC previously recorded on Reel 006734 Frame 0253. Assignor(s) hereby confirms the receiving party data should be recorded as RGM Enterprises and Holdings, LLC.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RGM Distribution, Inc. d/b/a decorplanet.com		08/09/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	RGM Enterprises and Holdings, LLC		
Street Address:	1530 E. McDonald Avenue		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11230		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4312356	DECORPLANET	
Registration Number:	3770758	FRESCA	
CORRESPONDENCE DATA			
Fax Number:	9016807201		
<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>			
Phone:	205-297-2237		
Email:	trademark.docket@butlersnow.com		
Correspondent Name:	Brad S. Anderson		
Address Line 1:	1819 Fifth Avenue North		
Address Line 2:	Suite 1000		
Address Line 4:	Birmingham, ALABAMA 35203		
NAME OF SUBMITTER:	Brad S. Anderson		
SIGNATURE:	/brad s. anderson/		
DATE SIGNED:	12/15/2022		
Total Attachments: 6			

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539002

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RGM Distribution Inc. d/b/a decorplanet.com		08/09/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Renovation Brands LLC		
Street Address:	217 N. Seminary Street		
City:	Florence		
State/Country:	ALABAMA		
Postal Code:	35203		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	RGM Enterprises and Holdings LLC		
Street Address:	1530 E. McDonald Avenue		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11230		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4312356	DECORPLANET	
Registration Number:	3770758	FRESCA	
CORRESPONDENCE DATA			
Fax Number:	9016807201		
<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>			
Phone:	205-297-2237		
Email:	trademark.docket@butlersnow.com		
Correspondent Name:	Brad S. Anderson		
Address Line 1:	1819 Fifth Avenue North		
Address Line 2:	Suite 1000		
Address Line 4:	Birmingham, ALABAMA 35203		
NAME OF SUBMITTER:	Brad S. Anderson		

CH \$65.00 4312356

SIGNATURE:	/brad s. anderson/
DATE SIGNED:	08/30/2019
Total Attachments: 4 source=IP Assignment - RGM Distribution Inc. to Renovation Brands, LLC and RGM Enterprises and Holdings, LLC#page1.tif source=IP Assignment - RGM Distribution Inc. to Renovation Brands, LLC and RGM Enterprises and Holdings, LLC#page2.tif source=IP Assignment - RGM Distribution Inc. to Renovation Brands, LLC and RGM Enterprises and Holdings, LLC#page3.tif source=IP Assignment - RGM Distribution Inc. to Renovation Brands, LLC and RGM Enterprises and Holdings, LLC#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (“IP Assignment”), is entered into as of the 9th day of August, 2019, by and between **RENOVATION BRANDS, LLC** (“**Renovation Brands**”), **RGM ENTERPRISES AND HOLDINGS, LLC** (“**Holdings**,” and together with Renovation Brands, the “**Purchasers**”), and **RGM DISTRIBUTION INC. d/b/a DECORPLANET.COM** (the “**Seller**”), pursuant to that certain Asset Purchase Agreement, by and among the Purchasers, Seller, and the other parties named therein, of even date herewith (the “**Asset Purchase Agreement**”). The Purchasers and Seller are sometimes individually referred to as a “**Party**” or collectively as the “**Parties**.” Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings attributed to them in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement, Seller desires to sell, convey, assign, transfer and deliver to Holdings, and Holdings desires to purchase, assume and acquire from Seller, among other Purchased Assets, all items of intellectual property of Seller relating to or necessary for the ownership and operation of the Business, including, without limitation, all Intellectual Property and Intellectual Property Rights, and all goodwill of the Seller associated therewith (including, without limitation, the right to use the names “DecorPlanet,” www.decorplanet.com and variations thereof, the rights to operate and control the social media accounts used to operate the business, and the Intellectual Property and Intellectual Property Rights, each as identified in **Schedule 1** attached hereto) (collectively, the “**Assigned IP**”).

NOW, THEREFORE, on the terms and conditions of the Asset Purchase Agreement and for the consideration set forth therein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:


1. Assignment. Seller hereby irrevocably conveys, assigns, transfers and delivers to Holdings, and Holdings does hereby purchase, assume and acquire from Seller, in each case free and clear of all Encumbrances, other than the Permitted Encumbrances, all of Seller’s right, title, and interest in and to the Assigned IP, to have and to hold the same unto Holdings, its successors and assigns forever.
2. Recordation and Further Actions. Following the date hereof, upon Holdings’ reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Holdings 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 IP to Holdings, or any assignee or successor thereto.
3. Counterparts. This IP 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 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.
4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

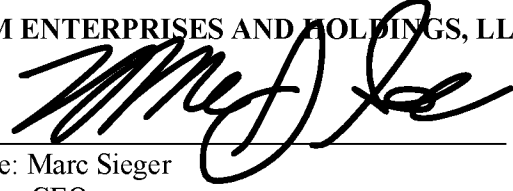
IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first above written.

PURCHASERS:

RENOVATION BRANDS, LLC

By: 
Name: Marc Sieger
Its: CEO

RGM ENTERPRISES AND HOLDINGS, LLC

By: 
Name: Marc Sieger
Its: CEO

SELLER:

RGM DISTRIBUTION INC. d/b/a
DECORPLANET.COM

By: _____
Name: _____
Its: _____

SHAREHOLDERS:

Robert Gavartin

Rostislav (Steven) Grebenyuk

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IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first above written.

PURCHASERS:

RENOVATION BRANDS, LLC


By: _____
Name: Marc Sieger
Its: CEO

RGM ENTERPRISES AND HOLDINGS, LLC


By: _____
Name: Marc Sieger
Its: CEO

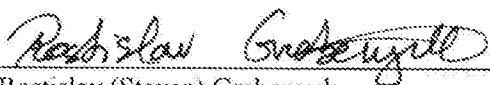
SELLER:

**RGM DISTRIBUTION INC. d/b/a
DECORPLANET.COM**

By: 
Name: Robert Gavartin
Its: President and Chief Executive Officer

SHAREHOLDERS:


Robert Gavartin


Rostislav (Steven) Grebenyuk

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[Signature Page to Assignment, Assumption and Bill of Sale]

**TRADEMARK
REEL: 007921 FRAME: 0943**

**SCHEDULE 1
ASSIGNED IP**

1. Intellectual Property:
 - a. USPTO Reg. No. 4312356 (DÉCOR PLANET)
 - b. U.S. Copyright No. TX0007474976 (content of decorplanet.com)
 - c. U.S. Copyright No. TX0007449766 (content of decorplanet.com)
 - d. U.S. Copyright No. VA0002106898 (photographs)
 - e. USPTO Reg. No. 3770758 (FRESCA)
 - f. International Registration No. 1014835 (FRESCA)
2. The following social media accounts:
 - a. Facebook (www.facebook.com/DecorPlanet.com)
 - b. Instagram (@decorplanetgallery)
 - c. Pinterest (www.pinterest.com/decorplanet)
 - d. Houzz (www.houzz.com/pro/decorplanetcom/decorplanet)
 - e. Youtube (www.youtube.com/channel/UC7LjTonbN15P8UItIFzdy_w)
3. Proprietary Software Code related to Seller's development of www.decorplanet.com and RGMAdmin.com, which provides Seller's backend point of sale service.
4. The following domain names:
 - a. decorplanet.com
 - b. rgmadmin.com
 - c. decoreplanet.com
 - d. frescabath.com
 - e. frescabath.net
 - f. rgmdistribution.com
 - g. decorplanet.co
 - h. decorplanet.nyc
 - i. frescaplatinum.com
 - j. frescaplatinum.es