

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM832391

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VLE Properties, Inc.		08/01/2023	Corporation: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	Artemis Marketing Corp.		
Street Address:	11540 US Highway 92 East		
City:	Seffner		
State/Country:	FLORIDA		
Postal Code:	33584		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4710513	THE GREAT AMERICAN SLEEP SHOP	
Registration Number:	2979001	THE GREAT AMERICAN HOME STORE	
CORRESPONDENCE DATA			
Fax Number:	4048156555		
<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:	404-815-6500		
Email:	mbridges@kilpatricktownsend.com		
Correspondent Name:	Olivia Maria Baratta / KTS		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 2:	Mailstop: IP Docketing - 22		
Address Line 4:	Atlanta, GEORGIA 303094528		
NAME OF SUBMITTER:	Melissa Capotosto, Georgia Bar Member		
SIGNATURE:	/Melissa Capotosto/		
DATE SIGNED:	08/16/2023		
Total Attachments: 5			
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OP \$65.00 4710513

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (“Assignment”) is entered into effective as of August 1, 2023 (“Effective Date”), by and between VLE Properties, Inc. (“Assignor”) and Artemis Marking Corp. (“Assignee”).

WHEREAS, affiliates of Assignor are entering into an Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), by and among Great American MS, LLC, a Delaware limited liability company, Great American TN, LLC, a Delaware limited liability company, The Great American Home Store, Inc., a Mississippi corporation, The Great American Home Store II, Inc., a Mississippi corporation, and the other parties thereto;

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignor desires to grant, sell, transfer, assign, convey and deliver to Assignee and Assignee desires to obtain from Assignor, all of Assignor’s right title and interest in and to those Materials (as defined below) owned by Assignor and used in connection with the Business (as defined in the Purchase Agreement) and all Intellectual Property Rights (as defined below) therein, including, but not limited to, those trademarks set forth on Schedule 1 hereto.

NOW THEREFORE, in order to perfect the ownership of the Intellectual Property Rights by Assignee, Assignor agrees as follows:

1. The following terms, in addition to the terms defined on first use herein, shall have the meanings set forth below:

a. “**Intellectual Property Rights**” means any and all intellectual and industrial property rights and other similar proprietary rights, in any jurisdiction, whether registered or unregistered, including all rights pertaining to or deriving from (a) patents, patent applications, and inventions, including all divisionals, continuations, continuation-in-parts, reissues, reexaminations, inter partes reviews and post grant reviews; (b) trademarks, service marks, trade dress, brands, logos, slogans and trade names (in each case, together with all goodwill associated therewith and all registrations and applications therefor); (c) copyrights, works of authorship, moral rights (and all registrations and applications therefor); (d) Internet domain names and social media identifiers; (e) software; (f) trade secrets and other confidential information; (g) all extensions and renewals of any of the foregoing; and (h) all other intellectual property rights and causes and claims of action, either in law or in equity for past, present or future infringement, misappropriation of any of the foregoing, and in and to all rights corresponding to the foregoing throughout the world, including but not limited to, the right to duplicate, reproduce, copy, distribute, display, license, adapt, and prepare derivative works from the foregoing.

b. “**Materials**” shall mean and refer to such trademarks, service marks, brands, trade dress, trade names, logos, corporate names, domain names and social media accounts or user names (including “handles”), and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, components, materials, plans, strategies, techniques, agreements, contracts, databases, communications, studies, analyses, negotiations, specifications, customer information, client information, customer lists, marketing information, advertising information, training, and sales information, and all other works of authorship and work product of any nature whatsoever (whether or not copyrightable), including any copyrights in and to the same, that were created, prepared, produced, authored, edited, modified, conceived, or reduced to practice, in whole or in part, by or for Assignor and which are owned and used by Assignor in connection with the Business (as defined in the Purchase Agreement).

2. Assignor hereby sells, assigns, transfers, quitclaims and relinquishes to Assignee, its successors and assigns, all right, title and interest in and to the Materials, including all Intellectual Property Rights therein, and including Assignor's rights to use and modify the Materials. Assignee shall have the right to utilize (or not utilize) the Materials and the Intellectual Property Rights therein in such manner as Assignee, in its sole discretion, shall determine, with the right to make such changes in and uses of the Materials as it may choose and the right to exploit the Materials by any and all means, in any and all media, whether now known or hereafter devised, throughout the universe in perpetuity. The Intellectual Property Rights include all rights, whether existing now or in the future, whether statutory or common law, in any jurisdiction in the world, related to the Materials, including the rights to apply for and maintain all such registrations, renewals and extensions; to sue for all past, present and future infringements or other violations of any rights relating thereto; and to settle and retain proceeds from any such actions.

3. Assignor hereby agrees to execute, upon the reasonable request of Assignee and at Assignee's sole cost and expense, such additional documents as may be necessary to give full force and effect to the rights of Assignee under this Assignment in and to the Materials.

4. Assignor agrees that, in the event of any dispute between Assignee and Assignor regarding the Materials and/or this Assignment, Assignor's remedies against Assignee will be limited to the right to recover actual damages suffered, if any, in an action at law. Assignor agrees that this Assignment and the agreements, assignments and licenses made herein cannot be terminated and Assignor agrees to waive and hereby does waive any right or remedy in equity, including any right to rescind Assignee's rights in the Materials, or to enjoin the use thereof or works based upon, derived from, or incorporating the Materials whatsoever.

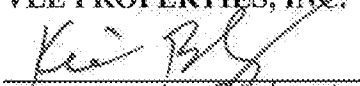
5. This Agreement encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties relating to the Materials, whether oral or written. The parties acknowledge and agree that they have not relied on any representation, assertion, guarantee, or other assurance, except as set forth in this Agreement, made by or on behalf of either party hereto prior to the execution of this Agreement. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment and the performance hereunder shall be governed by and construed in accordance with the laws of the State of Delaware. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Signature pages transmitted by facsimile, e-mail or other electronic means shall be deemed to be originals.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

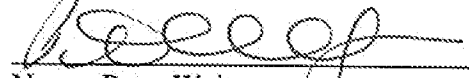
VLE PROPERTIES, INC.


Name: Kevin Blakrey
Title: Secretary

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNEE:

ARTEMIS MARKETING CORP.

A handwritten signature in black ink, appearing to read "Peter Weitzner", is written over a horizontal line.

Name: Peter Weitzner

Title: Authorized Signatory

SCHEDULE 1

Trademarks

Citation	Source & Status	Goods and Services	Owner
THE GREAT AMERICAN SLEEP SHOP THE GREAT AMERICAN SLEEP SHOP Disclaims: "SLEEP SHOP"	USPTO Registered Intent to Use - Filed USE APPLICATION - CURRENT App 86174407 App 24-JAN-2014 First Used: 15-APR-2014 (IC 35) In Commerce: 15-APR-2014 Reg 4710513 Reg 31-MAR-2015	35 Goods and Services: INT. CL. 35 RETAIL STORE SERVICES FEATURING MATTRESSES AND SLEEP RELATED FURNITURE	VLE PROPERTIES, INC. MISSISSIPPI CORPORATION 41 HENSON ROAD CORINTH, MISSISSIPPI, 388351918
THE GREAT AMERICAN HOME STORE Disclaims: HOME STORE	USPTO Renewed (Registered) Intent to Use - Filed USE APPLICATION - CURRENT App 78271815 App 08-JUL-2003 First Used: 11-SEP-2004 (IC 35) In Commerce: 11-SEP-2004 Reg 2979001 Reg 26-JUL-2005	35 Goods and Services: INT. CL. 35 RETAIL STORE SERVICES FEATURING FURNITURE AND FURNITURE ACCESSORIES	VLE PROPERTIES, INC. MISSISSIPPI CORPORATION 41 HENSON ROAD, P.O. BOX 1918 CORINTH, MISSISSIPPI, 388351918