

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM838401

<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>
Bed Bath & Beyond Inc.		07/28/2023	Corporation: NEW YORK
Harmon Stores, Inc.		07/28/2023	Corporation: DELAWARE
Liberty Procurement Co. Inc.		07/28/2023	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Harmon Retail Holdings, LLC		
<b>Street Address:</b>	2 Manhattanville Road		
<b>Internal Address:</b>	Suite 403		
<b>City:</b>	Purchase		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10577		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97384686	BEAUTY. WELLNESS. VALUE.	
<b>Serial Number:</b>	87507496	SMART VALUES	
<b>Serial Number:</b>	87067278	FACE VALUES	
<b>Serial Number:</b>	87067298	FACE VALUES	
<b>Serial Number:</b>	86855330	CORE VALUES	
<b>Serial Number:</b>	85966655	BEAUTY WITHIN REACH	
<b>Serial Number:</b>	77472688	FACE VALUES	
<b>Serial Number:</b>	78619407	FACE VALUES	
<b>Serial Number:</b>	76410955	WE KEEP YOU FIT & BEAUTIFUL!	
<b>Serial Number:</b>	76410956	HARMON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	646-971-0685		
<b>Email:</b>	uspto@bochner.law		

OP \$265.00 97384686

**Correspondent Name:** Andrew D. Bochner  
**Address Line 1:** 1040 Avenue of the Americas  
**Address Line 2:** 15th Floor  
**Address Line 4:** New York, NEW YORK 10018

**ATTORNEY DOCKET NUMBER:** 1730.002TM

**NAME OF SUBMITTER:** Andrew D. Bochner

**SIGNATURE:** /Andrew D Bochner/

**DATE SIGNED:** 09/11/2023

**Total Attachments: 5**

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**TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), dated as of July 28, 2023 (the “Effective Date”), is made by and among Harmon Retail Holdings, LLC, a New York limited liability company (“Assignee”), Bed Bath & Beyond Inc., a New York corporation (“BBBY”), and Harmon Stores, Inc., a Delaware corporation, and Liberty Procurement Co. Inc., a New York corporation, Subsidiaries of BBBY (collectively and together with BBBY, “Assignors” and each individually an “Assignor”). Capitalized terms used herein and not otherwise defined herein have the meaning set forth in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of July 7, 2023, by and among Assignee, Jonah Raskas, an individual domiciled in the State of New York, BBBY and certain of its Subsidiaries, the Assignors have agreed to sell and assign to Assignee, and Assignee has agreed to purchase, acquire and accept, all of the Assignors’ right, title and interest in, to or under certain Acquired Assets; including certain Intellectual Property; and

WHEREAS, this Agreement is being executed and delivered in accordance with the terms of the Purchase Agreement to perfect and provide notice of the assignments and transfers of Intellectual Property required under the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Each Assignor hereby irrevocably, absolutely, and unconditionally assigns, transfers and conveys to Assignee, all of its right, title and interest in and to all of the following, including:

- (i) the trademarks identified on Schedule I, including all registrations, extensions, and renewals thereof, together with any and all goodwill associated therewith;
- (ii) the Internet domain names identified on Schedule II;
- (iii) all rights of any kind whatsoever of each Assignor accruing under (i) and (ii), above, including those provided under the applicable Laws of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (iv) all rights to collect royalties and other proceeds and payments in connection with (i) and (ii), above; and
- (v) all rights to sue and recover for any past, present or future infringement, dilution, misappropriation or other violation of (i) and (ii), above.

2. Domain Name Transfers. Each Assignor shall promptly carry out the domain name transfer procedures and execute any additional transfer documents required by any applicable registrars of the domain names assigned hereunder, and shall promptly provide any authorization codes known or accessible to Assignors that are necessary to effect such transfers. Each Assignor further hereby authorizes and requests all applicable domain registrars to transfer

the domain names assigned hereunder to Assignee or such persons or entities designated by Assignee.

3. IP Recordation & Transfer. Each Assignor hereby authorizes and requests that Assignee file and record with the United States Patent & Trademark Office, the United States Copyright Office, and any and all other applicable registrars in other jurisdictions throughout the world, and that any other steps necessary steps be taken to effect, evidence and perfect the assignments, transfers and conveyances described under this Agreement.

4. Successors and Assigns. The provision of this Agreement shall bind and inure to the benefit of Assignors and Assignee and their respective successors and permitted assigns.

5. Purchase Agreement. This Agreement is made subject to the terms of the Purchase Agreement, and nothing in this Agreement shall alter any liability or obligation of the Parties arising under the Purchase Agreement. Article XI (*Additional Definitions and Interpretative Matters*) of the Purchase Agreement, including the terms of interpretation and construction thereunder, and Sections 10.4 through 10.9 and 10.11 through 10.16 of the Purchase Agreement are incorporated herein *mutatis mutandis*.

*[Remainder of page left intentionally blank]*

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the Parties as of the day first above written.

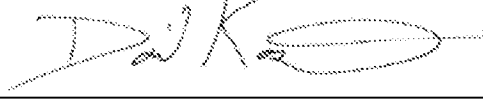
**Bed Bath & Beyond Inc.**

By:  \_\_\_\_\_

Name: David Kastin

Title: EVP, Chief Legal Officer and  
Corporate Secretary

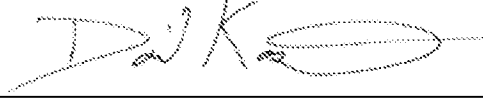
**Harmon Stores, Inc.**

By:  \_\_\_\_\_

Name: David Kastin

Title: Secretary

**Liberty Procurement Co. Inc.**

By:  \_\_\_\_\_

Name: David Kastin

Title: Secretary


**Harmon Retail Holdings, LLC**

By:   
Jonah Raskas (Jul 27, 2023 13:13 EDT)

Name: Jonah Raskas

Title: Managing Member

**SCHEDULE I**  
**TRADEMARKS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No. Filing Date</b>	<b>Registration No. Registration Date</b>	<b>Current Owner of Record</b>
BEAUTY. WELLNESS. VALUE.	U.S.A.	97384686 27-APR-2022		HARMON STORES, INC.
BEAUTYMINT	U.S.A.	97295636 04-MAR-2022		HARMON STORES, INC.
BEAUTYMINT	U.S.A.	97184480 22-DEC-2021		HARMON STORES, INC.
SMART VALUES	U.S.A.	87507496 27-JUN-2017	6216997 08-DEC-2020	HARMON STORES, INC.
STYLEWÜRKS	U.S.A.	87073668 16-JUN-2016	5287428 12-SEP-2017	HARMON STORES, INC.
FACE VALUES	U.S.A.	87067278 10-JUN-2016	5546445 21-AUG-2018	HARMON STORES, INC.
FACE VALUES IN STYLIZED LETTERS  FACE VALUES	U.S.A.	87067298 10-JUN-2016	5576329 02-OCT-2018	HARMON STORES, INC.
CORE VALUES	U.S.A.	86855330 21-DEC-2015	5781958 18-JUN-2019	HARMON STORES, INC.
BEAUTY WITHIN REACH	U.S.A.	85966655 21-JUN-2013	4508154 01-APR-2014	HARMON STORES, INC.
STYLEWÜRKS	U.S.A.	85144391 04-OCT-2010	4547865 10-JUN-2014	HARMON STORES, INC.
	U.S.A.	77472688 13-MAY-2008	3733191 05-JAN-2010	HARMON STORES, INC.
FACE VALUES	U.S.A.	78619407 28-APR-2005	3336180 13-NOV-2007	HARMON STORES, INC.
WE KEEP YOU FIT & BEAUTIFUL!	U.S.A.	76410955 20-MAY-2002	2718960 27-MAY-2003	HARMON STORES, INC.
HARMON	U.S.A.	76410956 20-MAY-2002	2790418 09-DEC-2003	HARMON STORES, INC.
HARMON	CANADA	1344646 24-APR-2007	TMA726694 23-OCT-2008	HARMON STORES, INC.
FACE VALUES	CANADA	1344647 24-APR-2007	TMA766101 07-MAY-2010	HARMON STORES, INC.