

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM839661

<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>
SG Service Co., LLC		08/31/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SCRIST, Inc.		
<b>Street Address:</b>	1 Surya Drive		
<b>City:</b>	White		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30184		
<b>Entity Type:</b>	Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6119767	SEGO LILY	
<b>Registration Number:</b>	5059600	FLOW WALL	
<b>Registration Number:</b>	3656637	FLOW WALL	
<b>Registration Number:</b>	5355691	PORTOFINO	
<b>Registration Number:</b>	5317736	VISTANO	
<b>Registration Number:</b>	4576364	SOLARFAST	
<b>Registration Number:</b>	5370637	RST BRANDS	
<b>Serial Number:</b>	97194597	FLOW WALL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7703955921		
<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>	7703955920		
<b>Email:</b>	service@addipvalue.com		
<b>Correspondent Name:</b>	Mark L. Seigel		
<b>Address Line 1:</b>	1397 Carroll Dr NW		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30318		
<b>NAME OF SUBMITTER:</b>	Mark L. Seigel		
<b>SIGNATURE:</b>	/Mark L. Seigel/		

OP \$215.00 6119767

<b>DATE SIGNED:</b>	09/15/2023
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**Total Attachments: 7**

- source=2023-08-31 - EXECUTED Intellectual Property Assignment Agreement#page1.tif
- source=2023-08-31 - EXECUTED Intellectual Property Assignment Agreement#page2.tif
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “*IP Assignment*”), dated as of August 31, 2023, is made by SG Service Co., LLC, a Delaware limited liability company (“*Seller*”), in its sole capacity as assignee for the benefit of creditors of RST Brands, LLC, a Utah limited liability company, f/k/a Red Star Traders, LLC (“*Assignor*”), in favor of SCIRST, Inc., a Georgia corporation and the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement effective as of August 10, 2023, between Buyer and Seller (the “*Asset Purchase Agreement*”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller is conveying, transferring and assigning to Buyer, among other assets, certain intellectual property assigned to Seller by Assignor and has agreed to execute and deliver to Buyer this IP Assignment to confirm the assignment, conveyance and transfer of such intellectual property rights.

NOW THEREFORE, in consideration of the foregoing, including the transactions contemplated in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. **Assignment.** Seller hereby irrevocably conveys, transfers, assigns and delivers to Buyer all of Seller’s right, title, and interest in and to the following (the “*Assigned IP*”):

(a) all rights of any kind whatsoever of Seller in and to the trademarks, service marks, trade names, brand names, logos, trade dress design rights and other similar designations of source, sponsorship, association or origin, in each case, listed on Exhibit A attached hereto, together with all registrations, applications and renewals for, any of the foregoing and the goodwill connected with the use of the foregoing;

(b) all rights of any kind whatsoever of Seller in and to the internet domain names, websites, web addresses, social media accounts or other internet sites or accounts, in each case, listed on Exhibit A attached hereto and including the content thereof;

(c) all rights of Seller in and to the works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, in each case, listed on Exhibit A attached hereto, and all registrations, applications for registration and renewals of such copyrights;

(d) all rights 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;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Seller with respect to any and all of the foregoing;

(f) 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; and

(g) all goodwill included in or associated with any of the foregoing.

2. **Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright 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 written request, Seller shall take such 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 are necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. **Terms of the Asset Purchase Agreement.** The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase 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 Asset Purchase 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. **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.

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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

7. **Notice.** Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given: (a) on the date established by the sender as having been delivered personally, (b) on the date delivered by posting in the United States mail (or other nationally recognized carrier) or a private courier as established by the sender by evidence obtained from the courier, (c) when delivered by FedEx or other nationally recognized overnight delivery service, (d) on the fifth (5th) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid, or

(e) when delivered by email, if sent prior to 5:00pm local time (of the recipient) on a business day, otherwise on the next business day. Such communications, to be valid, must be addressed as follows:

If to Seller:

SG Service Co., LLC  
514 Via de La Valle, Suite 210  
Solana Beach, CA 92075  
Email: david@stapletoninc.com  
Attention: David P. Stapleton

With copy to (which shall not constitute notice):

Katten Muchin Rosenmann LLP  
515 South Flower Street, Suite 4150  
Los Angeles, CA 90071  
Email: bill.freeman@katten.com  
Attention: William B. Freeman

With copy to (which shall not constitute notice):

Tiger Capital Group, LLC  
60 State Street, 11<sup>th</sup> Floor  
Boston, MA 02109  
Email: mnaughton@tigergroup.com  
Attention: Mark P. Naughton

If to Buyer:

1 Surya Drive  
White, Georgia 30184  
Attention: Mr. Satya Tiwari, President  
Email: satya.tiwari@surya.com

With copy to (which shall not constitute notice):

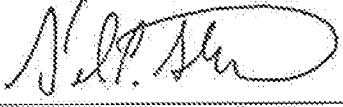
Lawrence M. Gold, Esq.  
Larry Gold Law, P.C.  
1335 Moores Mill Road, NW  
Atlanta, GA 30327  
Email: larry@larrygoldlaw.com

*[Signature page(s) follow]*

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this IP Assignment as of the date first set forth above.

**SELLER:**

SG SERVICE CO., LLC

By:   
Name: David P. Stapleton  
Title: Manager

**BUYER:**

SCIRST, INC.

By: \_\_\_\_\_  
Name: Satya Tiwari  
Title: President

*[Signature Page to Intellectual Property Assignment Agreement]*

**TRADEMARK**  
**REEL: 008204 FRAME: 0286**

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this IP Assignment as of the date first set forth above.

SELLER:

SG SERVICE CO., LLC

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

Name: David P. Stapleton

Title: Manager

BUYER:

SCIRST, INC.

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

Name: Satya Tiwari

Title: President

*[Signature Page to Intellectual Property Assignment Agreement]*

TRADEMARK  
REEL: 008204 FRAME: 0287

**EXHIBIT A**  
**ASSIGNED IP**

**Trademarks:**

United States

- Sego Lily: Fed. reg. no. 6119767
- Flow Wall: Fed. reg. no. 5059600
- Flow Wall: Fed. reg. no.3656637
- Portofino: Fed. reg. no. 5355691
- Vistano: Fed. reg. no. 5317736
- SOLARFAST: Fed. reg. no. 4576364
- RST Brands: Fed. reg. no. 5370637
- Flow Wall: Serial Number 97194597 (Filed in November, 2022 to expand goods and services – additional to the Flow Wal Regi ‘600)

Canada

- SOLARFAST: Canada Trademark reg. no. TMA920286
- Portofino: Canada Trademark reg. no. TMA1035367

China

- FLOW WALL: Chinese Trademark reg. no. 707421

**Domain Names**

- BUYRST.COM
- FLOWWALL.CN
- FLOWWALL.CO
- FLOWWALL.COM
- FLOWWALL.INFO
- FLOWWALL.NET
- FLOWWALLSTORE.COM
- ORANGECOUNTYFURNITURESTORE.COM
- REDSTARMARINE.COM
- REDSTARTRADERS.CN
- REDSTARTRADERS.COM
- REDSTARTRADERS.NET
- RSTBRANDS.COM
- rstbrands.info
- RSTBRANDS.NET
- rstbrands.org
- rstbrandscommercial.com
- rstbrandsdesigners.com
- RSTFURNITURE.COM
- RSTHOME.COM
- RSTLIVING.COM
- RSTLIVING.NET
- RSTOUTDOOR.CA
- RSTOUTDOOR.COM
- RSTOUTDOOR.NET



- RSTOUTDOORDIRECT.COM
- RSTOUTDOORDIRECT.NET
- RSTOUTDOORFURNITURE.COM
- RSTOUTDOORS.COM
- RSTOUTDOORS.NET
- sego-lily.com
- segolily.co
- segolilyhome.com
- segolily.co
- segolily.info
- segolily.io
- segolily.life
- segolily.me
- segolily.shop
- segolilyhome.com
- segolilyhome.info
- segolilyhome.net
- segolilyhome.org
- segolilyhome.us
- THEOUTDOORFURNITUREOUTLET.COM

#### **Websites, Content & Artwork**

All content created for all brands of Assignor (such as photographs, videos, illustrations, media, editorial and web/email presence associated with such brands and their products and merchandise offerings) or Assignor's website.

#### **Trade/Business Names**

- RST Brands
- Red Star Traders
- All variations and derivatives thereof