

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839652

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	05/08/2023

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RST Brands, LLC	FORMERLY Red Star Traders, LLC	08/10/2023	Limited Liability Company: UTAH

RECEIVING PARTY DATA

Name:	SG Service Co., LLC
Street Address:	514 Via de La Valle
Internal Address:	Ste 210
City:	Solana Beach
State/Country:	CALIFORNIA
Postal Code:	92057
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	6119767	SEGO LILY
Registration Number:	5059600	FLOW WALL
Registration Number:	3656637	FLOW WALL
Registration Number:	5355691	PORTOFINO
Registration Number:	4576364	SOLARFAST
Registration Number:	5370637	RST BRANDS
Serial Number:	97194597	FLOW WALL
Registration Number:	5317736	VISTANO

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 7703955920

Email: service@addipvalue.com

Correspondent Name: Mark Seigel

Address Line 1: 1397 Carroll Dr NW

Address Line 4: Atlanta, GEORGIA 30318

OP \$215.00 6119767

NAME OF SUBMITTER:	Mark L. Seigel
SIGNATURE:	/Mark L. Seigel/
DATE SIGNED:	09/15/2023
Total Attachments: 7	
source=2023-05-08 - EXECUTED IP Assignment (RST to Seller) - RST Brands (RST Signed - Wet Ink)#page1.tif	
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***NUNC PRO TUNC* ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT (this “***Agreement***”) is made and entered into by and between RST Brands, LLC, a Utah limited liability company f/k/a Red Star Traders, LLC (“***Assignor***”), and SG Service Co., LLC, a Delaware limited liability company (“***Assignee***”).

BACKGROUND

Assignor and Assignee are parties to that certain General Assignment, dated as of May 8, 2023 (the “***General Assignment***”), pursuant to which Assignor has transferred ownership of all of its right, title and interest in and to certain of its tangible and intangible assets (including, but not limited to, the intellectual property listed on **Exhibit A** hereto (the “***Assigned IP***”)) to Assignee; and

Assignor and Assignee wish to confirm Assignor’s assignment of the Assigned IP to Assignee.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Assignment and Assumption.** Assignor hereby assigns, sells, conveys, delivers and transfers to Assignee all of Assignor’s right, title and interest in the Assigned IP, together with the goodwill associated therewith, licenses and sublicenses granted or obtained with respect thereto, for the full terms thereof throughout the world, all rights of priority therein in any country as may now or hereafter be granted to Assignor by law, treaty or other international convention, all income, royalties and payments due or payable with respect to all of the Assigned IP, as well as all the rights to sue and recover damages or obtain other relief or remedies against past and future infringements or misappropriations thereof, and all other corresponding rights that are or may be secured under the laws of the United States, or any other country, now or hereafter, the same to be used and enjoyed by Assignee and for the use and enjoyment of its successors, assigns, designees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
2. **Waiver.** Assignor hereby acknowledges and agrees that, solely as between Assignor and Assignee, Assignee shall be the owner of the Assigned IP for any lawful purpose without restriction, and Assignor hereby waives in favor of the Assignee any and all moral rights Assignor may have to any assigned copyright works with respect to the Assigned IP in the United States of America, and all other countries, including, without limitation, any rights Assignor may have under 17 U.S.C. § 106A, including, without limitation, any and all rights of identification of authorship, any and all rights of approval, restriction or limitation on use or subsequent modifications. This waiver shall extend to the successors in title to the Assigned IP.

3. **Terms of the General Assignment.** The Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the General Assignment shall not be superseded and/or modified 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 General Assignment and the terms hereof, the terms of the General Assignment shall govern.
4. **Further Actions.** Assignor agrees to provide the authorizations and forms to the applicable registration organization, or to Assignee if appropriate, and will comply promptly with all other remaining steps, in each case, which is necessary to transfer any and all domain names included in the Assigned IP and held by the Assignor or by third parties on its behalf.
5. **Amendments.** This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the parties hereto.
6. **Successors and Assigns.** Each of Assignor and Assignee covenants and agrees that the covenants contained herein shall be binding upon its respective successors and assigns and shall inure to the benefit of the successors and assigns of Assignor and Assignee, as applicable.
7. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof or thereof, or the application of such provision to persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby or thereby, as the case may be, is not affected in any manner adverse to any party. Upon such determination, the parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to affect the original intent of the parties.
8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of laws principles that would require the application of the laws of any other jurisdiction.
9. **Electronic Transmission; Counterparts.** This Agreement may be executed by delivery of facsimile or electronic signatures in .pdf or similar format and may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties execute this Agreement *nunc pro tunc* effective as of May 8, 2023.

ASSIGNOR:

RST BRANDS, LLC (F/K/A RED STAR TRADERS, LLC)

By:  _____

Name: Dawn M. Ragan

Title: Chief Restructuring Officer

Date: 8-10-23, 2023

ASSIGNEE:

SG SERVICE CO., LLC

By: _____

Name: David P. Stapleton

Title: Manager

Date: _____, 2023

[Signature Page to Assignment and Assumption of Intellectual Property Agreement]

IN WITNESS WHEREOF, the parties execute this Agreement *nunc pro tunc* effective as of May 8, 2023.

ASSIGNOR:

RST BRANDS, LLC (F/K/A RED STAR TRADERS, LLC)

By: _____
Name:
Title:
Date: _____, 2023

ASSIGNEE:

SG SERVICE CO., LLC

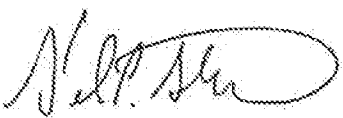
By:  _____
Name: David P. Stapleton
Title: Manager
Date: August 8, 2023

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

Patents:

United States

- 8,146,754 – utility patent for Flow Wall
- 8,177,311 - utility patent for Flow Wall
- 9,138,060 - utility patent for cushion covers
- 9,504,335 - utility patent for cushion covers
- D648,448 – design patent for Flow Wall panel
- D649,267 – design patent for Flow Wall clip
- D892,596 – design patent for Flow Wall clip
- U.S. Pat. App. No. 17496522 – stacking furniture

China

- ZL200930181805.0 – China design patent for Flow Wall Panel
- ZL201080000933.0 – China patent for Flow Wall
- ZL200880000763.9 – China patent for Flow Wall

Europe

- EP2429347 – EU patent for Flow Wall
 - Validated in NL, DE (DE602010023235.2), ES (ES2539598.3), FR, GB, IT
- EP2217114 – EU patent for Flow Wall
 - Validated in DE (DE602008057610.2), GB, FR

Australia

- AU2010247806B9 – Australia patent for Flow Wall

- AU2010247806B2 – Australia patent for Flow Wall
- AU2008333764B2 – Australia patent for Flow Wall Clip

Canada

- CA2708155C – Canadian patent for Flow Wall
- CA2761712C – Canadian patent for Flow Wall

Mexico

- MX307677B – Mexico patent for Flow Wall
- MX303332B – Mexico patent for Flow Wall

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
- segolilly.co
- segolillyhome.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) and any websites (and content created therefor) with respect to Assignor's current or historical business.

Trade/Business Names

- RST Brands
- Red Star Traders
- Any other legal names, trade names, business names, d/b/a names and assumed names currently or formerly used or held for use in Assignor's business
- All variations and derivatives of the foregoing