

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843688

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cheyenne Products, LLC		09/27/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	New View Gifts & Accessories, Ltd.		
Street Address:	311 East Baltimore Avenue		
City:	Media		
State/Country:	PENNSYLVANIA		
Postal Code:	19063		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5853637	ADORNMENTS	
Registration Number:	5538371	CHEYENNE	
Registration Number:	5960732	SILVERWOOD	
Registration Number:	6017124	SILVERWOOD	
Registration Number:	5764575	SILVERWOOD FURNITURE REIMAGINED	
CORRESPONDENCE DATA			
Fax Number:	2155634044		
<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:	2155634100		
Email:	docketclerk@ddhs.com, dpiper@ddhs.com, fzapiiec@ddhs.com		
Correspondent Name:	DANN, DORFMAN, HERRELL AND SKILLMAN		
Address Line 1:	1601 MARKET STREET		
Address Line 2:	SUITE 2400		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103-2307		
NAME OF SUBMITTER:	Donald R. Piper, Jr.		
SIGNATURE:	/Donald R. Piper, Jr./		
DATE SIGNED:	10/04/2023		
Total Attachments: 6			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "**Agreement**"), is made as of September 27, 2023, by and among Nielsen & Bainbridge, LLC, a Delaware limited liability company with an address at 12303 Technology Boulevard, Suite 950, Austin, Texas 78727 ("**Nielsen**"), Patton Picture Company, an Ohio corporation with an address at 12303 Technology Boulevard, Suite 950, Austin, Texas 78727 ("**Patton Picture**"), Cheyenne Products, LLC, a Delaware limited liability company with an address at 12303 Technology Boulevard, Suite 950, Austin, Texas 78727 ("**Cheyenne Products**"), Jimco Lamp & Manufacturing Company, an Ohio corporation with an address at 12303 Technology Boulevard, Suite 950, Austin, Texas 78727 ("**Jimco**" and, together with Nielsen, Patton Picture, and Cheyenne Products, each, a "**Seller**" and, collectively, the "**Sellers**"), and New View Gifts & Accessories, Ltd., a Pennsylvania corporation with an address at 311 East Baltimore Avenue, Media, Pennsylvania 19063 ("**Purchaser**").

Sellers and Purchaser are parties to that certain Asset Purchase Agreement, of even date herewith (the "**Purchase Agreement**"), pursuant to which, among other things, Sellers have agreed to assign to Purchaser all of Sellers' rights, title and interests in the Assigned Intellectual Property (defined below).

In consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby covenant and agree as follows:

1. Sellers hereby sell, assign, transfer and convey to Purchaser in perpetuity all of Sellers' right, title and interest in and to the Transferred Assets (as that term is defined in the Purchase Agreement) owned by Sellers, including, without limitation, the Trademarks set forth on Exhibit A attached hereto and all goodwill associated with and the business appurtenant to and symbolized by the Transferred Assets (collectively, the "**Assigned Intellectual Property**"), the same to be held and enjoyed by Purchaser, its successors, permitted assigns or legal representatives, together with associated income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for injunctive relief, restitution, damages or payments by reason of unauthorized use of the Assigned Intellectual Property, along with the right to sue for past, present and future violations and seek the same for Purchaser's sole use and enjoyment, provided that, with respect to the United States intent-to-use applications identified in Exhibit A, the transfer of such applications will occur after a statement of use or amendment to allege use, as applicable, has been filed with and accepted by the USPTO. Sellers hereby authorize the United States Commissioner of Trademarks and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Purchaser.
2. Nothing in this Agreement shall alter any liability or obligation of Sellers or Purchaser arising under the Purchase Agreement, which shall govern the obligations of the parties with respect to the Assigned Intellectual Property.
3. From time to time following the date hereof, Sellers shall execute and deliver, or cause to be executed and delivered, to Purchaser such other instruments of assignment and transfer as Purchaser may reasonably request or as may be otherwise necessary to more effectively assign and transfer to, and vest in, Purchaser and put Purchaser in possession of, any benefit of the Assigned Intellectual Property.
4. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of Purchaser and the successors and assigns of Sellers.
5. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Texas without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Texas. All disputes, controversies, claims, actions and other proceedings involving, directly or indirectly, any matter in any way arising out of, related to, or connected with, this

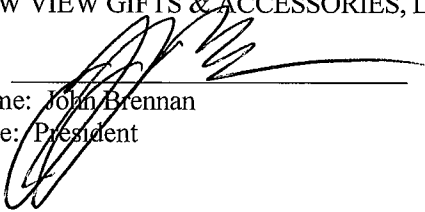
Agreement or the relationship between the Parties, and any and all other claims of Purchaser against a Seller of any kind, shall be brought only in the United States Bankruptcy Court for the Southern District of Texas, Houston Division or, solely to the extent that such Bankruptcy Court declines to exercise jurisdiction, in a state court located in the State of Texas, and each Party consents, to the fullest extent permitted by law, to the jurisdiction of any such court and waives any and all rights the Party may have to object to the jurisdiction of any such court, or to transfer or change the venue of any such action or proceeding, including, without limitation, any objection to venue or request for change in venue based on the doctrine of *forum non conveniens*. Each Party consents to service of process in any action or proceeding brought against it by any other Party, by personal delivery, or by mail addressed as set forth in this Agreement or by any other method permitted by law.

6. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Facsimile and electronic signatures are acceptable and shall be deemed original signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first above written.

PURCHASER:

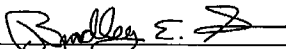
NEW VIEW GIFTS & ACCESSORIES, LTD.

By: 
Name: John Brennan
Title: President

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first above written.

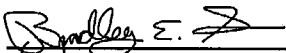
SELLERS:

NIELSEN & BAINBRIDGE, LLC

By: 
Name: Bradley E. Scher
Title: Managing Member of Ocean Ridge
Capital Advisors, LLC as Plan Administrator

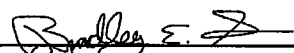
Date: September 27, 2023

PATTON PICTURE COMPANY

By: 
Name: Bradley E. Scher
Title: Managing Member of Ocean Ridge
Capital Advisors, LLC as Plan Administrator

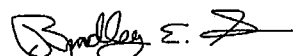
Date: September 27, 2023

CHEYENNE PRODUCTS, LLC

By: 
Name: Bradley E. Scher
Title: Managing Member of Ocean Ridge
Capital Advisors, LLC as Plan Administrator

Date: September 27, 2023

JIMCO LAMP & MANUFACTURING COMPANY

By: 
Name: Bradley E. Scher
Title: Managing Member of Ocean Ridge
Capital Advisors, LLC as Plan Administrator

Date: September 27, 2023

EXHIBIT A
TRADEMARKS

[attached]

NIELSEN & BAINBRIDGE GROUP Trademark List August 18, 2023												
Mark	Country	Owner	Serial	Application Filing	Registration	Registration	Filing Due	Filing	UPC	UPC	UPC	UPC
	United States	Patton Picture Company	85/047,512	5/25/2010	4,074,806	12/20/2011	Section 8 Declaration and Section 9	12/20/2031	740459	191607		
	United States	Cheyenne Products, LLC	88/310,144	2/21/2019	5,853,637	9/3/2019	Section 8 Declaration	9/3/2025	050276	050277		
	United States	Patton Picture Company	85/020,951	4/22/2010	3,921,360	2/15/2011	Section 8 Declaration and Section 9	2/15/2031	740459	191607		
	Australia	Nielsen & Bainbridge, LLC	1112180	5/5/2006	1112180	5/5/2006	Renewal	5/5/2026	013208			
	Australia	Burnes Operating Company LLC	388908	3/21/1983	388908	3/21/1983	Renewal <i>Client instructions to allow Registration to lapse.</i>	3/21/2024	013208			
	Australia	Nielsen & Bainbridge, LLC	1210938	11/19/2007	1210938	11/19/2007	Renewal	11/19/2027	013208			
	Canada	Nielsen & Bainbridge, LLC	1373292	11/22/2007	TMA782072	11/9/2010	Renewal	11/9/2025	013208			
	Mexico	Nielsen & Bainbridge, LLC	898084	11/23/2007	1043510	5/30/2008	Renewal	11/23/2027	013208			
	New Zealand	Nielsen & Bainbridge, LLC	779799	11/19/2007	779799	5/22/2008	Renewal	5/23/2027	013208			
	United States	Nielsen & Bainbridge, LLC	77/188,663	5/23/2007	3,481,733	8/5/2008	Section 8 Declaration and Section 9 Renewal	8/5/2028	013208			
	Australia	Nielsen & Bainbridge, LLC	1210939	11/19/2007	1210939	11/19/2007	Renewal	11/19/2027	013208			
	Canada	Nielsen & Bainbridge, LLC	1373293	11/22/2007	TMA75 0937	10/22/2009	Renewal	10/22/2024	013208			
	Mexico	Nielsen & Bainbridge, LLC	898086	11/23/2007	1087305	2/26/2009	Renewal	11/23/2027	013208			
	New Zealand	Nielsen & Bainbridge, LLC	779798	11/19/2007	779798	9/10/2009	Renewal	5/23/2027	013208			
	United States	Nielsen & Bainbridge, LLC	77/188,647	5/23/2007	3,481,732	8/5/2008	Section 8 Declaration and Section 9 Renewal	8/5/2028	013208			
	United States	Nielsen & Bainbridge, LLC	77/616,971	11/18/2008	3,626,935	5/26/2009	Section 8 Declaration and Section 9 Renewal	5/26/2029	013208			
	Australia	Nielsen & Bainbridge, LLC	1210936	11/19/2007	1210936	11/19/2007	Renewal	11/19/2027	013208			
	Canada	Nielsen & Bainbridge, LLC	1373300	11/22/2007	TMA750940	10/22/2009	Renewal	10/22/2024	013208			
	Mexico	Nielsen & Bainbridge, LLC	898087	11/23/2007	1087306	2/26/2009	Renewal	11/23/2027	013208			
	New Zealand	Nielsen & Bainbridge, LLC	779801	11/19/2007	779801	6/11/2009	Renewal	5/23/2027	013208			
	United States	Nielsen & Bainbridge, LLC	77/188,007	5/23/2007	3,375,463	1/29/2008	Section 8 Declaration and Section 9 Renewal	1/29/2028	013208			
	United Kingdom	Nielsen & Bainbridge, LLC	1193777	4/11/1983	UK00001193777	4/11/1983	Renewal	4/11/2024	013208			
	United States	Jimco Lamp & Manufacturing Company	85/600,821	4/18/2012	4,291,361	2/19/2013	Section 8 and 9 Grace Period Ends	8/19/2023	740459	887995	191607	807882
	United States	Jimco Lamp & Manufacturing Company	88/512,257	7/12/2019	5,966,839	1/21/2020	Section 8 and 15 Declarations	1/21/2026	740459	887995	191607	807882
BURNES	Canada	Nielsen & Bainbridge, LLC	795820	10/25/1995	TMA479104	7/28/1997	Renewal	7/28/2027	013208			
BURNES	Mexico	Nielsen & Bainbridge, LLC	200336	5/27/1994	467930	7/27/1994	Renewal	5/27/2024	013208			
BURNES	Mexico	Nielsen & Bainbridge, LLC	200335	5/27/1994	467929	7/27/1994	Renewal	5/27/2024	013208			
BURNES	United States	Nielsen & Bainbridge, LLC	74/077,542	7/12/1990	1,750,065	2/2/1993	Section 8 and 9 Grace Period Ends	8/2/2023	013208			
BURNES OF BOSTON	Australia	Burnes Operating Company LLC	904690	2/27/2002	904690	2/27/2002	Renewal	2/27/2032	013208			
BURNES OF BOSTON	Canada	Nielsen & Bainbridge, LLC	822960	9/4/1996	TMA510641	4/12/1999	Renewal	4/12/2029	013208			
BURNES OF BOSTON	Canada	Nielsen & Bainbridge, LLC	521645	5/7/1984	TMA312454	3/21/1986	Renewal	3/21/2031	013208			
BURNES OF BOSTON	Mexico	Nielsen & Bainbridge, LLC	200333	5/27/1994	467927	7/27/1994	Renewal	5/27/2024	013208			
BURNES OF BOSTON	Mexico	Nielsen & Bainbridge, LLC	200334	5/27/1994	467928	7/27/1994	Renewal	5/27/2024	013208			
BURNES OF BOSTON	Mexico	Nielsen & Bainbridge, LLC	758246	1/5/2006	949798	8/29/2006	Renewal	5/17/2026	013208			
BURNES OF BOSTON	United States	Nielsen & Bainbridge, LLC	28/661,461	6/30/2005	3,331,196	11/6/2007	Section 8 Declaration and Section 9	11/6/2027	013208			
BURNES OF BOSTON	United States	Nielsen & Bainbridge, LLC	73/085,802	5/3/1976	1,057,648	2/1/1977	Section 8 Declaration and Section 9	2/1/2027	013208			
CAPE HOME COLLECTION	United States	Jimco Lamp & Manufacturing	87/390,823	3/29/2017	5,649,972	1/8/2019	Section 8 and 15 Declarations	1/8/2025	740459	887995	191607	807882
CAR	Canada	Burnes Home Accents, LLC	638962	8/21/1989	TMA408257	2/19/1993	Renewal End - Grace Period	8/19/2023	048637			
CARR	United States	Nielsen & Bainbridge, LLC	73/827,601	9/25/1989	1,612,966	9/11/1990	Section 8 Declaration and Section 9	9/11/2030	048637			
CHEYENNE	China	Cheyenne Products, LLC	10781244	4/17/2012	10781244	6/28/2013	Renewal End - Grace Period	12/27/2023	50276	50277		
CHEYENNE	United States	Cheyenne Products, LLC	87/479,612	6/7/2017	5,538,371	8/14/2018	Section 8 and 15 Declarations	8/14/2024	50276	50277		
CHEYENNE INDUSTRIES, LLC	China	Cheyenne Products, LLC	10781245	4/17/2012	10781245	6/28/2013	Renewal End - Grace Period	12/27/2023	50276	50277		
CHEYENNE INDUSTRIES, LLC	China	Cheyenne Products, LLC	10781246	4/17/2012	10781246	6/28/2013	Renewal End - Grace Period	12/27/2023	50276	50277		
CHEYENNE PRODUCTS, LLC	China	Cheyenne Products, LLC	10781241	4/17/2012	10781241	6/28/2013	Renewal End - Grace Period	12/27/2023	50276	50277		
CHEYENNE PRODUCTS, LLC	China	Cheyenne Products, LLC	10781242	4/17/2012	10781242	6/28/2013	Renewal End - Grace Period	12/27/2023	50276	50277		
	United States	Jimco Lamp & Manufacturing Company	86/186,447	2/6/2014	6,096,604	7/7/2020	Section 8 and 15 Declarations	7/7/2026	740459	887995	191607	807882
CLEVELAND CLOCK CO.	United States	Patton Picture Company	85/041,755	5/18/2010	4,074,797	12/20/2011	Section 8 Declaration and Section 9	12/20/2031	740459	191607		
CLOUDPANT	United States	Jimco Lamp & Manufacturing	88/383,342	4/12/2019	5,885,076	10/15/2019	Section 8 and 15 Declarations	10/15/2025	740459	887995	191607	807882
CONNOISSEUR	Canada	Nielsen & Bainbridge, LLC	760198	7/26/1994	TMA475802	5/21/1997	Renewal	5/21/2027	076795			
CONNORS BURR	United States	Nielsen & Bainbridge, LLC	74/550,691	7/18/1994	1,968,927	4/16/1996	Section 8 Declaration and Section 9	4/16/2026	076795			
CYNTHIA ROYCE	United States	Nielsen & Bainbridge, LLC	76/503,568	4/2/2003	2,876,462	8/24/2004	Section 8 Declaration and Section 9	8/24/2024	038555			
CYNTHIA ROYCE	United States	Nielsen & Bainbridge, LLC	76/503,565	4/2/2003	2,960,304	6/7/2005	Section 8 Declaration and Section 9	6/7/2025	038555			
CYNTHIA ROYCE	United States	Nielsen & Bainbridge, LLC	87/623,371	9/26/2017	5,458,529	5/1/2018	Section 8 and 15 Declarations	5/1/2024	038555			
DAX	United States	Nielsen & Bainbridge, LLC	74/417,340	7/26/1993	1,835,473	5/10/1994	Section 8 Declaration and Section 9	5/10/2024	076795			
DECOR ESSENTIALS	United States	Nielsen & Bainbridge, LLC	75/419,805	1/10/1998	2,296,802	11/30/1999	Section 8 Declaration and Section 9	11/30/2029	38555			
DECOR SOCIETY	United States	Jimco Lamp & Manufacturing	88/848,476	3/26/2020	6,207,527	11/24/2020	Section 8 and 15 Declarations	11/24/2026	740459	887995	191607	807882
DECOR THERAPY	United States	Jimco Lamp & Manufacturing	86/312,287	6/17/2014	5,156,514	3/7/2017	Section 8 and 15 Declarations Grace	9/7/2023	740459	887995	191607	807882

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