

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM846626

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rhinegeist, LLC		10/12/2023	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Homieshop Properties, LLC		
Street Address:	7625 E. Rosecrans Avenue		
Internal Address:	Suite 21		
City:	Paramount		
State/Country:	CALIFORNIA		
Postal Code:	90725		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4869741	HOMIE	
CORRESPONDENCE DATA			
Fax Number:	2136249441		
<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:	2133411340		
Email:	deborah.greaves@offitkurman.com		
Correspondent Name:	DEBORAH E GREAVES		
Address Line 1:	445 South Figueroa Street		
Address Line 2:	18th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	09420028.01006		
NAME OF SUBMITTER:	Deborah E Greaves		
SIGNATURE:	/Deborah E Greaves/		
DATE SIGNED:	10/17/2023		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of October 12, 2023, is made by Rhinegeist, LLC ("**Assignor**"), an Ohio limited liability company, located at 1910 Elm Street, Cincinnati, OH 45202, in favor of Homieshop Properties, LLC ("**Assignee**"), a Delaware limited liability company, located at 7625 E. Rosecrans Avenue, Suite 21, Paramount, CA 90725, the purchaser of certain assets of Assignor pursuant to the Trademark Purchase Agreement between Assignor and Assignee dated as of October 12, 2023 (the "**Trademark Purchase Agreement**").

WHEREAS, under the terms of the Trademark Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignor, the Assigned Trademark (as defined in Section 1(a) below, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignee's right, title, and interest in and to the following:

(a) USPTO Trademark Registration No. 4869741, issued on December 15, 2015, for the trademark HOMIE in International Class 32, and all issuances, extensions, and renewals thereof (the "**Assigned Trademark**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

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

(d) any and all claims and causes of action with respect to any of the foregoing, 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.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 may be necessary to effect,

evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Trademark Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Trademark Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademark. The representations, warranties, covenants, agreements, and indemnities contained in the Trademark 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 Trademark Purchase Agreement and the terms hereof, the terms of the Trademark Purchase Agreement shall govern.

4. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

5. Successors and Assigns. This Trademark 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 Trademark 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 Trademark 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).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

RHINEGEIST, LLC

By: 
Name: Adam Bankovich
Title: CEO

ASSIGNEE:

HOMIESHOP PROPERTIES, LLC

By: _____
Name: David Gonzales
Title: Member

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

RHINEGEIST, LLC

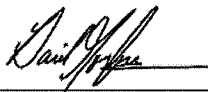
By: _____

Name:

Title:

ASSIGNEE:

HOMIESHOP PROPERTIES, LLC

By:  _____

Name: David Gonzales

Title: Member

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