

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM853975

<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>
PNC Bank		11/13/2023	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SCIMGBW, 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: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3219509	MITCHELL GOLD + BOB WILLIAMS	
<b>Registration Number:</b>	3459425	MG+BW	
<b>Registration Number:</b>	2353811	MITCHELL GOLD	
<b>Registration Number:</b>	4271521	MITCHELL GOLD + BOB WILLIAMS	
<b>Registration Number:</b>	3759075	MITCHELL GOLD + BOB WILLIAMS	
<b>Registration Number:</b>	3999454	SUPER LUXE SLEEPER	
<b>Registration Number:</b>	4751602	MITCHELL GOLD + BOB WILLIAMS HOME FURNIS	
<b>Registration Number:</b>	6778954	MITCHELL GOLD + BOB WILLIAMS	
<b>Registration Number:</b>	5007113	MITCHELL GOLD + BOB WILLIAMS	
<b>Registration Number:</b>	5636425	COMFORT CLUB	
<b>Registration Number:</b>	5477160	MG+BW COMFORT CLUB	
<b>Registration Number:</b>	5227964	MITCHELL GOLD + BOB WILLIAMS	
<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>Email:</b>	service@addipvalue.com		
<b>Correspondent Name:</b>	Mark L. Seigel		
<b>Address Line 1:</b>	1397 Carroll Dr NW		

OP \$315.00 3219509

**Address Line 4:** Atlanta, GEORGIA 30318

**NAME OF SUBMITTER:** Mark L. Seigel

**SIGNATURE:** /Mark L. Seigel/

**DATE SIGNED:** 11/16/2023

**Total Attachments: 10**

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**INTELLECTUAL PROPERTY TRANSFER AGREEMENT**

THIS INTELLECTUAL PROPERTY TRANSFER AGREEMENT (“**Transfer Agreement**”), dated as of November 13, 2023, is made by PNC Bank, National Association, in its capacity as a secured creditor under the Uniform Commercial Code (the “**Secured Party**”), and SCIMGBW, Inc., a Georgia corporation, with an address at 1 Surya Drive, White, Georgia (“**Transferee**”).

WHEREAS, Secured Party, as lender on the one hand, and THE MITCHELL GOLD CO., a North Carolina corporation, as guarantor on the other hand (collectively, the “**Debtor**”), are parties to a Revolving Credit and Security Agreement, dated as of July 9, 2021 (the “**Credit Agreement**”), pursuant to which Secured Party obtained valid, binding, perfected and enforceable first priority liens on and security interests in substantially all of Debtor’s assets, including, without limitation, Debtor’s intellectual property;

WHEREAS, Debtor filed chapter 11 in the United States Bankruptcy Court for the District of Delaware (the “**Court**”), Case No. 23-11385) on September 6, 2023. The case was subsequently converted from chapter 11 to chapter 7, and on October 26, 2023, the Court entered an order modifying the automatic stay imposed by Section 362 of the Bankruptcy Code (the “**Order**”) thereby authorizing Secured Party to exercise any and all rights and remedies provided under the Credit Agreement, including, without limitation, to sell or otherwise liquidate or dispose of its collateral at public or private sale under applicable nonbankruptcy law;

WHEREAS, Debtor’s (i) trademark registrations listed in **Appendix 1** attached hereto (the “**Trademarks**”); (ii) issued patents listed in **Appendix 2** attached hereto (the “**Patents**”); (iii) copyright registration listed in **Appendix 3** attached hereto (the “**Copyright**”); and (iv) the other intellectual property of Debtor, including any domain names, websites, tradenames, customer lists, data and social media accounts (the “**Other IP Assets**”) are part of the collateral subject to the Order and are collectively referred to herein as the “**Debtor IP Assets**”; and, a copy of the Order is attached hereto as **Exhibit A**;

WHEREAS, pursuant to the Order and Article 9 of the Uniform Commercial Code, Secured Party is authorized to effectuate the transfer of the Debtor IP Assets to Transferee;

WHEREAS, Transferee is desirous of acquiring the Debtor IP Assets; and

WHEREAS, the foregoing recitals are hereby expressly incorporated into this Transfer Agreement and made a part thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Secured Party hereby irrevocably transfers, assigns, conveys and delivers to Transferee, its successors and assigns, all

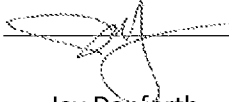
of Debtor's or Secured Party's entire worldwide right, title and interest in and to the Debtor IP Assets, together with the goodwill of the business symbolized by the Debtor's IP Assets, as well as the right to sue for past infringement.

This Transfer Agreement may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Transfer Agreement shall not waive any of its rights under such terms or provisions. This Transfer Agreement shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Transfer Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

IN WITNESS WHEREOF, Secured Party and Transferee have executed this Transfer Agreement by their duly authorized officers.

**PNC BANK, NATIONAL  
ASSOCIATION**

Dated: November <sup>13</sup>\_\_, 2023

By:   
Name: \_\_\_\_\_  
Title: Jay Danforth  
Senior Vice President

**SCIMGBW, INC.**

Dated: November \_\_, 2023

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

of Debtor's or Secured Party's entire worldwide right, title and interest in and to the Debtor IP Assets, together with the goodwill of the business symbolized by the Debtor's IP Assets, as well as the right to sue for past infringement.

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**PNC BANK, NATIONAL  
ASSOCIATION**

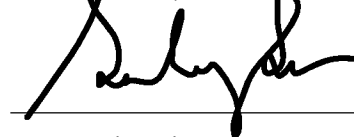
Dated: November 13, 2023

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

Name:

Title:

**SCIMGBW, INC.**



Dated: November 13, 2023

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

Name: Satya Tiwari

Title: President

**APPENDIX 1**

<b>Company</b>	<b>Trademark</b>	<b>Status</b>	<b>App. Date</b>	<b>App. No.</b>	<b>Reg. Date</b>	<b>Reg. No.</b>	<b>Country</b>
The Mitchell Gold Co.	MITCHELL GOLD	Registered	September 6, 2002	926150	September 6, 2002	926150	Australia
The Mitchell Gold Co.	MITCHELL GOLD	Registered	December 29, 1999	822325446	December 21, 2004	822325446	Brazil
The Mitchell Gold Co.	MITCHELL GOLD + BOB WILLIAMS	Registered	February 7, 2006	1,288,971	March 4, 2008	TMA708,877	Canada
The Mitchell Gold Co.	MG+BW	Registered	March 8, 2006	1,292,777	October 12, 2010	TMA779,549	Canada
The Mitchell Gold Co.	LET'S GET COMFORTABLE	Registered	December 14, 2010	1,507,830	May 28, 2014	TMA878845	Canada
The Mitchell Gold Co.	MG+BW	Registered	August 2, 2013	13020007	December 14, 2014	13020007	China
The Mitchell Gold Co.	MG+BW	Registered	August 2, 2013	13020008	January 7, 2015	13020008	China
The Mitchell Gold Co.	MITCHELL GOLD + BOB WILLIAMS	Registered	August 22, 2008	6913275	May 7, 2010	6913275	China
The Mitchell Gold Co.	MITCHELL GOLD + BOB WILLIAMS	Registered	August 22, 2008	6913273	May 7, 2010	6913273	China
The Mitchell Gold Co.	MITCHELL GOLD + BOB WILLIAMS	Registered	November 14, 2012	11742243	April 21, 2014	11742243	China
The Mitchell Gold Co.	MG+BW	Registered	August 22, 2008	6913272	May 14, 2010	6913272	China
The Mitchell Gold Co.	MG+BW	Registered	August 22, 2008	6913270	May 14, 2010	6913270	China

Company	Trademark	Status	App. Date	App. No.	Reg. Date	Reg. No.	Country
The Mitchell Gold Co.	MITCHELL GOLD + BOB WILLIAMS	Registered	August 22, 2008	6913274	July 28, 2010	6913274	China
The Mitchell Gold Co.	MG+BW	Registered	August 22, 2008	6913271	July 28, 2010	6913271	China
The Mitchell Gold Co.	MG+BW	Registered	March 10, 2006	4950937	March 7, 2007	004950937	CTM (European Union)
The Mitchell Gold Co.	MITCHELL GOLD + BOB WILLIAMS	Registered	February 10, 2006	4894853	June 28, 2007	004894853	CTM (European Union)
The Mitchell Gold Co.	MITCHELL GOLD + BOB WILLIAMS	Registered	November 13, 2012	D00.2012.054744	January 4, 2013	IDM000469073	Indonesia
The Mitchell Gold Co.	MITCHELL GOLD + BOB WILLIAMS	Registered	November 23, 2011	D00.2011.047600	February 18, 2014	IDM000407902	Indonesia
The Mitchell Gold Co.	MG+BW	Registered	November 23, 2011	D00.2011.047599	February 18, 2014	IDM000407901	Indonesia
The Mitchell Gold Co.	MG+BW	Registered	October 19, 2009	107080	October 19, 2009	92222	Kuwait
The Mitchell Gold Co.	MITCHELL GOLD + BOB WILLIAMS	Registered	October 19, 2009	107079	October 19, 2009	92221	Kuwait
The Mitchell Gold Co.	MITCHELL GOLD + BOB WILLIAMS	Registered	February 9, 2007	835392	October 31, 2007	1009887	Mexico
The Mitchell Gold Co.	MG+BW	Registered	November 25, 2009	1050062	February 2, 2012	1264491	Mexico
The Mitchell Gold Co.	MG+BW	Registered	October 12, 2009	59304	April 6, 2011	59304	Qatar
The Mitchell Gold Co.	MITCHELL GOLD + BOB WILLIAMS	Registered	October 12, 2009	59303	April 6, 2011	59303	Qatar
The Mitchell Gold Co.	MITCHELL GOLD + BOB WILLIAMS	Registered	November 14, 2012	40-2012-0070758	February 7, 2014	40-1021519	Republic of Korea (South)
The Mitchell Gold Co.	MG+BW	Registered	March 22, 2012	40-2012-18933	March 27, 2013	40-0960821	Republic of Korea (South)

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<b>Company</b>	<b>Trademark</b>	<b>Status</b>	<b>App. Date</b>	<b>App. No.</b>	<b>Reg. Date</b>	<b>Reg. No.</b>	<b>Country</b>
The Mitchell Gold Co.	MITCHELL GOLD + BOB WILLIAMS	Registered	March 22, 2012	40-2012-18931	March 27, 2013	40-960793	Republic of Korea (South)
The Mitchell Gold Co.	MITCHELL GOLD + BOB WILLIAMS	Registered	October 17, 2009	147107	December 28, 2010	143008906	Saudi Arabia
The Mitchell Gold Co.	MG+BW	Registered	October 17, 2009	148107	December 28, 2010	143008907	Saudi Arabia
The Mitchell Gold Co.	MITCHEL GOLD + BOB WILLIAMS	Registered	November 7, 2012	101063275	May 1, 2013	01576988	Taiwan
The Mitchell Gold Co.	MITCHELL GOLD + BOB WILLIAMS	Registered	March 21, 2012	101014649	October 1, 2012	1539303	Taiwan
The Mitchell Gold Co.	MG+BW	Registered	March 21, 2012	101014647	October 1, 2012	1539302	Taiwan
The Mitchell Gold Co.	MG+BW	Registered	December 6, 2009	136529	December 6, 2009	127857	United Arab Emirates
The Mitchell Gold Co.	MITCHELL GOLD + BOB WILLIAMS	Registered	December 6, 2009	136530	December 6, 2009	127854	United Arab Emirates
The Mitchell Gold Co.	MITCHELL GOLD + BOB WILLIAMS	Registered	August 10, 2005	78/689,357	March 20, 2007	3219509	United States of America
The Mitchell Gold Co.	MG+BW	Registered	October 4, 2005	78/726,438	July 1, 2008	3459425	United States of America
The Mitchell Gold Co.	MITCHELL GOLD	Registered	August 3, 1999	75/767,273	May 30, 2000	2353811	United States of America
The Mitchell Gold Co.	MITCHELL GOLD + BOB WILLIAMS	Registered	May 14, 2012	85/624,234	January 8, 2013	4271521	United States of America
The Mitchell Gold Co.	MITCHELL GOLD + BOB WILLIAMS	Registered	February 17, 2009	77/672,328	March 9, 2010	3759075	United States of America
The Mitchell Gold Co.	SUPER LUXE SLEEPER	Registered	May 18, 2010	85/041,163	July 19, 2011	3999454	United States of America
The Mitchell Gold Co.	MITCHELL GOLD + BOB WILLIAMS HOME FURNISHINGS	Registered	October 9, 2014	86419965	June 9, 2015	4751602	United States of America

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<b>Company</b>	<b>Trademark</b>	<b>Status</b>	<b>App. Date</b>	<b>App. No.</b>	<b>Reg. Date</b>	<b>Reg. No.</b>	<b>Country</b>
The Mitchell Gold Co.	MITCHELL GOLD + BOB WILLIAMS	Registered	June 16, 2021	90776360	July 5, 2022	6778954	United States of America
The Mitchell Gold Co.	MITCHELL GOLD + BOB WILLIAMS	Registered	November 23, 2015	86829207	July 26, 2016	5007113	United States of America
The Mitchell Gold Co.	COMFORT CLUB	Registered	January 16, 2018	87757507	December 25, 2018	5636425	United States of America
The Mitchell Gold Co.	MG+BW COMFORT CLUB	Registered	July 21, 2017	87537564	May 22, 2018	5477160	United States of America
The Mitchell Gold Co.	MITCHELL GOLD + BOB WILLIAMS	Registered	November 17, 2016	87241061	June 20, 2017	5227964	United States of America
The Mitchell Gold Co.	MITCHELL GOLD + BOB WILLIAMS	Registered	November 14, 2012	4-2012-25680	April 22, 2015	244006	Vietnam

**TRADEMARK**

**REEL: 008260 FRAME: 0317**

**APPENDIX 2**

<b>Owner</b>	<b>Patent</b>	<b>Status</b>	<b>App. No.</b>	<b>Reg. No.</b>	<b>Country</b>
The Mitchell Gold Co.	SOFA	Registered	29621139	D849438	USA
The Mitchell Gold Co.	SOFA	Registered	29621142	D849439	USA
The Mitchell Gold Co.	SOFA	Registered	29621147	D849440	USA
The Mitchell Gold Co.	SOFA	Registered	29621144	D850140	USA
The Mitchell Gold Co.	SOFA	Registered	29689563	D874176	USA
The Mitchell Gold Co.	SOFA	Registered	29689659	D874177	USA
The Mitchell Gold Co.	SOFA	Registered	29689660	D874178	USA
The Mitchell Gold Co.	SOFA	Registered	29689661	D874179	USA

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APPENDIX 3

<b>Owner</b>	<b>Title</b>	<b>Reg. Date</b>	<b>Reg. No.</b>
The Mitchell Gold Co.	Who We Are	11/5/2014	TX0007979514

131832.01632/133645981v.1

Exhibit A

ORDER OF BANKRUPTCY COURT

[SEE ATTACHED]

131832.01632/133645981v.1