

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM860704

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pegasus Home Fashions, Inc.		12/01/2023	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Pegasus Home Fashions LLC		
Street Address:	150 East 58th Street, 39th Floor		
Internal Address:	c/o Blue Torch Finance LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10155		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 55			
Property Type	Number	Word Mark	
Serial Number:	97627614	COOL RESPONSE	
Serial Number:	97439997	COOLFORM	
Registration Number:	6965764	LUXIA GEL	
Registration Number:	6913286	COPPER AIR	
Registration Number:	6502937	4EARTH	
Registration Number:	6166034	4EARTH	
Registration Number:	5293166	ESSENCE OF BAMBOO	
Registration Number:	5293167	ESSENCE OF BAMBOO	
Registration Number:	5333006	PARA PURE	
Registration Number:	5667149	ESSENCE OF COPPER	
Registration Number:	5667148	ESSENCE OF COPPER	
Registration Number:	5872865	CE	
Registration Number:	6011465		
Registration Number:	6011464		
Registration Number:	6160284	SAVING THE PLANET WHILE YOU SLEEP	
Registration Number:	6207194	TRUALT	
Registration Number:	6229158	CBD DREAMS	
Registration Number:	6273169	COOLRX	

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Property Type	Number	Word Mark
Registration Number:	6291121	EARTH + HOME
Registration Number:	6291125	BEYOND COOL
Registration Number:	6302852	ECOSPHERE
Registration Number:	4721233	ISO-PEDIC
Registration Number:	4721232	ISO-PEDIC
Registration Number:	6405018	PROTECT TWENTY-FOUR/SEVEN
Registration Number:	4822888	EZ DREAMS
Registration Number:	4881739	EZ DREAMS
Registration Number:	6767687	PEGASUS
Registration Number:	6927668	AMERICA'S PILLOW
Registration Number:	6725797	AQUA BLU
Registration Number:	6834731	PRIMALUXE
Serial Number:	90013966	PURE HARMONY
Registration Number:	6766466	CREATED FOR YOU, MADE FOR THE EARTH
Serial Number:	90013944	ARCTIC DREAM
Registration Number:	6654543	ARCTIC PURE
Registration Number:	6654422	BLUE DIAMOND
Registration Number:	6457324	CHARCOAL LUX
Registration Number:	6442404	CHILLTECH
Registration Number:	6457098	CONFORA-FOAM
Registration Number:	6541166	COOLFORMANCE
Registration Number:	6646634	COOLRX
Registration Number:	6457325	COPPER LUX
Serial Number:	90386479	COREFORMANCE
Registration Number:	6457326	COTTON COMFORT
Registration Number:	6687873	DIAMOND LUXE MEMORY FOAM CLUSTERS
Registration Number:	6494010	ECOSPHERE
Registration Number:	6472356	ESSENCE OF SLEEP
Registration Number:	6457002	FLAT NO MORE
Registration Number:	6472357	LUXIUM
Registration Number:	6541214	NATURAL ESSENCE
Registration Number:	6428957	PLANET PILLOW
Registration Number:	6708295	PREMIUM LOFT
Serial Number:	88874359	PROTECT TWENTY-FOUR/SEVEN
Registration Number:	6531801	QUILTED COMFORT
Registration Number:	6472487	SAVING THE EARTH WHILE YOU SLEEP
Serial Number:	88781760	ESSENCE OF CHARCOAL

CORRESPONDENCE DATA**Fax Number:** 2125935955*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:** 212-756-2132**Email:** trademarks@srz.com**Correspondent Name:** S. Kareff c/o Schulte Roth & Zabel LLP**Address Line 1:** 919 Third Avenue**Address Line 2:** 19th Floor**Address Line 4:** New York, NEW YORK 10022**ATTORNEY DOCKET NUMBER:** 009777-0011**NAME OF SUBMITTER:** Scott Kareff (009777-0011)**SIGNATURE:** /EC FOR SK/**DATE SIGNED:** 12/13/2023**Total Attachments: 9**

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the “Assignment”) is made effective as of December 1, 2023 (the “Effective Date”) between Pegasus Home Fashions, Inc., a New Jersey corporation having an address of P.O. Box 2019, Ocean, NJ 07712 (“Assignor”), and Pegasus Home Fashions LLC, a Delaware limited liability company having an address of c/o Blue Torch Finance LLC, 150 East 58th Street, 39th Floor, New York, NY 10155 (formerly known as “Pegasus Home Fashions Acquisition LLC” and herein, “Assignee”). All capitalized terms used but not otherwise defined herein shall have the respective meanings given to such terms in the Asset Purchase Agreement (defined below).

RECITALS

WHEREAS, in connection with that certain Asset Purchase Agreement dated August 25, 2023 and effective as of December 1, 2023, between, among others, Assignor and Assignee (the “Asset Purchase Agreement”), Assignor agreed to assign to Assignee all of Assignor’s right, title and interest in and to Transferred Company Intellectual Property listed on Exhibit A attached hereto, including all common law rights and goodwill associated therewith and all rights to collect royalties and proceeds in connection therewith, all rights to sue and recover for past, present and future infringements, dilutions, misappropriations of, or other conflicts with, such Intellectual Property and any and all corresponding rights that, now or hereafter, may be secured throughout the world (collectively, the “Trademarks”); and

WHEREAS, Assignee desires to obtain, and Assignor has agreed to assign, all of Assignor’s right, title and interest in the Trademarks according to the terms of this Assignment.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Asset Purchase Agreement and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Subject to the terms of the Asset Purchase Agreement, Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, all right, title and interest throughout the world in perpetuity in and to the Trademarks.

2. Assistance. Upon request of Assignee, Assignor shall execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection with all files and records reasonably necessary to perfect the rights, title and interest in Assignee, its successors, assigns and legal representatives in the Trademarks.

3. Representations and Warranties. Assignee acknowledges that the Trademarks are being sold, assigned, transferred, and conveyed hereunder “AS-IS”, “WHERE-IS”, and Assignor does not make any representation or warranty with respect to the Trademarks being sold, assigned, transferred, and conveyed to Assignee hereunder, except as specifically set forth in the Asset Purchase Agreement or in the certificate(s) delivered pursuant to Section 2.3(j) of the Asset Purchase Agreement.

4. Conflicts. This Assignment is executed and delivered pursuant to the Asset Purchase Agreement; *provided* that this Assignment is subject and subordinate to all of the terms and provisions of the Asset Purchase Agreement, does not in any way amend or modify any of the provisions of the Asset Purchase Agreement and in the event of any conflict between any term or provision hereof and any term or provision of the Asset Purchase Agreement, the latter shall control. Notwithstanding anything to the contrary, nothing herein is intended to, nor shall it, expand, limit or otherwise affect the rights or obligations of Assignor or Assignee contained in the Asset Purchase Agreement or the survival thereof.

5. Governing Laws. This Assignment, the rights and obligations of the parties under this Assignment, and any claim or controversy directly or indirectly based upon, arising out of or related to, this Assignment or the transactions contemplated by this Assignment (whether based upon contract, tort or any other theory), including all matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law that would provide for the application of another jurisdiction's laws.

6. Binding. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

7. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, will be deemed to constitute one and the same agreement. In the event that any signature to this Assignment is delivered by e-mail or other electronic delivery of a portable document format (.pdf or similar format) data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such “.pdf” or other electronic signature page were an original thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the Effective Date.

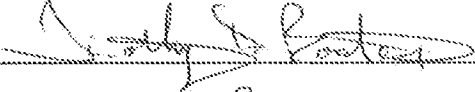
Pegasus Home Fashions, Inc.
P.O. Box 2019
Ocean, NJ 07712

Pegasus Home Fashions LLC
c/o Blue Torch Finance LLC,
150 East 58th Street, 39th Floor, New York, NY
10155

By: Pegasus Home Fashions Intermediate LLC,
its Sole Member

By: Pegasus Home Fashions Parent LLC, its
Sole Member

By: 

By: 

Name: TIMOTHY D. BATES

Name: TIMOTHY D. BATES

Title: CEO

Title: CEO

State of Tennessee)
County of SHelBY) SS.

I, Ashley Merklng, a Notary Public in and for the County and State aforesaid, do hereby certify that TIMOTHY D. BOATES personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 5 day of December 2023.



[SEAL]

Ashley Merklng
Notary Public

State of Tennessee)
County of SHelBY) SS.

I, Ashley Merklng, a Notary Public in and for the County and State aforesaid, do hereby certify that TIMOTHY D. BOATES personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

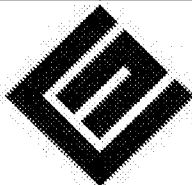


IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 5 day of December 2023.



[SEAL]

Ashley Merklng
Notary Public

**EXHIBIT A
TRADEMARKS**

ENTITY NAME	REGISTRATION NO.	Application No./ Filed	COUNTRY	TRADEMARKS
Pegasus Owner name is listed as "Pegasus Home Fashion, Inc." in the USPTO records. There is no "s" on "Fashion"	97627614	10/11/2022	United States	COOL RESPONSE
Pegasus	97439997	6/2/2022	United States	COOLFORM
Pegasus	97155318; 6965764	12/3/2021	United States	LUXIA GEL
Pegasus	88037121; 6913286	7/13/2018	United States	COPPER AIR
Pegasus	88594392; 6502937	8/27/2019	United States	4EARTH
Pegasus	88978716; 6166034	8/27/2019	United States	4EARTH
Pegasus	87237160 5293166	11/15/2016	United States	ESSENCE OF BAMBOO
Pegasus	87237165 5293167	11/15/2016	United States	ESSENCE OF BAMBOO
Pegasus	87192199 5333006	10/04/2016	United States	PARA PURE
Pegasus	87465836 5667149	5/26/2017	United States	ESSENCE OF COPPER
Pegasus	87465833 5667148	5/26/2017	United States	ESSENCE OF COPPER
Pegasus	88350908 5872865	3/21/2019	United States	
Pegasus	88350913 6011465	3/21/2019	United States	
Pegasus	88350913 6011464	3/21/2019	United States	
Pegasus	88978586 6160284	10/21/2019	United States	SAVING THE PLANET WHILE YOU SLEEP

ENTITY NAME	REGISTRATION NO.	Application No./ Filed	COUNTRY	TRADEMARKS
Pegasus	88679416 6207194	11/4/2019	United States	TRUALT
Pegasus	88546553 6229158	7/29/2019	United States	CBD DREAMS
Pegasus Owner name is listed as "Pegasus Home Fashion, Inc." in the USPTO records. There is no "s" on "Fashion"	87935343 6273169	5/24/2018	United States	COOLRX
Pegasus	88980063 6291121	11/18/2019	United States	EARTH + HOME
Pegasus	88980091 6291125	12/20/2019	United States	BEYOND COOL
Pegasus	88980568 6302852	9/24/2019	United States	ECOSPHERE
Pegasus Owner name is listed as "Pegasus Home Fashion, Inc." in the USPTO records. There is no "s" on "Fashion"	86159429 4721233	1/7/2014	United States	ISO-PEDIC
Pegasus Owner name is listed as "Pegasus Home Fashion, Inc." in the USPTO records. There is no "s" on "Fashion"	86159420 4721232	1/7/2014	United States	ISO-PEDIC
Pegasus	88981635 6405018	4/16/2020	United States	PROTECT TWENTY-FOUR/SEVEN
Pegasus	86159410; 4822888	1/7/2014	United States	EZ DREAMS
Pegasus	86740348 4881739	8/28/2015	United States	EZ DREAMS
Pegasus	90788506 6767687	6/22/2021	United States	PEGASUS
Pegasus	90788494 6927668	6/22/2021	United States	AMERICA'S PILLOW

ENTITY NAME	REGISTRATION NO.	Application No./ Filed	COUNTRY	TRADEMARKS
Pegasus	90174135 6725797	9/11/2020	United States	AQUA BLU AQUA BLU
Pegasus	90295442 6834731	11/3/2020	United States	PRIMALUXE PRIMALUXE
Pegasus	90013966	6/22/2020	United States	PURE HARMONY PURE HARMONY
Pegasus	90763628 6766466	6/12/2021	United States	CREATED FOR YOU, MADE FOR THE EARTH
Pegasus	90013944	6/22/2020	United States	ARCTIC DREAM ARCTIC DREAM
Pegasus	90013950 6654543	6/22/2020	United States	ARCTIC PURE ARCTIC PURE
Pegasus	88922535 6654422	5/19/2020	United States	BLUE DIAMOND BLUE DIAMOND
Pegasus	90013953 6457324	6/22/2020	United States	CHARCOAL LUX CHARCOAL LUX
Pegasus	88921294 6442404	5/18/2020	United States	CHILLTECH CHILLTECH
Pegasus	88948286 6457098	6/4/2020	United States	CONFORA-FOAM CONFORA-FOAM
Pegasus	90210526 6541166	9/25/2020	United States	COOLFORMANCE COOLFORMANCE
Pegasus Owner name is listed as "Pegasus Home Fashion, Inc." in the USPTO records.	87935332 6646634	5/24/2018	United States	COOLRX CoolRx

ENTITY NAME	REGISTRATION NO.	Application No./ Filed	COUNTRY	TRADEMARKS
There is no "s" on "Fashion".				
Pegasus	90013957 6457325	6/22/2020	United States	COPPER LUX COPPER LUX
Pegasus	90386479	12/16/2020	United States	COREFORMANCE COREFORMANCE
Pegasus	90013959 6457326	6/22/2020	United States	COTTON COMFORT COTTON COMFORT
Pegasus	90310580 6687873	11/10/2020	United States	DIAMOND LUXE MEMORY FOAM CLUSTERS DIAMOND LUXE MEMORY FOAM CLUSTERS
Pegasus	88628231 6494010	9/24/2019	United States	ECOSPHERE ECOSPHERE
Pegasus	90013961 6472356	6/22/2020	United States	ESSENCE OF SLEEP ESSENCE OF SLEEP
Pegasus	88922537 6457002	5/19/2020	United States	FLAT NO MORE FLAT NO MORE
Pegasus	90013967 6472357	6/22/2020	United States	LUXIUM LUXIUM
Pegasus	90276058 6541214	10/24/2020	United States	NATURAL ESSENCE NATURAL ESSENCE
Pegasus	88573866 6428957	8/9/2019	United States	PLANET PILLOW PLANET PILLOW
Pegasus	90295443 6708295	11/3/2020	United States	PREMIUM LOFT PREMIUM LOFT
Pegasus	88874359	4/16/2020	United States	PROTECT TWENTYFOUR/SEVEN PROTECT TWENTY-FOUR/SEVEN
Pegasus	90013943 6531801	6/22/2020	United States	QUILTED COMFORT QUILTED COMFORT

ENTITY NAME	REGISTRATION NO.	Application No./ Filed	COUNTRY	TRADEMARKS
Pegasus	90042547 6472487	7/8/2020	United States	SAVING THE EARTH WHILE YOU SLEEP SAVING THE EARTH WHILE YOU SLEEP
Pegasus	88781760	2/1/2020	United States	ESSENCE OF CHARCOAL ESSENCE OF CHARCOAL