

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM868582

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Veev Group, Inc.		12/22/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wall to Wall, LLC		
Street Address:	5505 Waterford District Drive		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33126		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	7075658	VEEV	
Serial Number:	88666667	VEEV	
Serial Number:	88666670	VEEV	
Serial Number:	88666673	VEEV	
Serial Number:	88666675	VEEV	
Serial Number:	88666678	VEEV	
Serial Number:	88666680	VEEV	
Serial Number:	88666682	VEEV	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	415-268-7810		
Email:	SGuerra@mofo.com		
Correspondent Name:	Muzamil Huq, Morrison & Forester LLP		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	61527-22		
NAME OF SUBMITTER:	Muzamil Huq		

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SIGNATURE:	/mhuq/
DATE SIGNED:	01/16/2024
Total Attachments: 8 source=Veev TM Assignment Agrmt#page1.tif source=Veev TM Assignment Agrmt#page2.tif source=Veev TM Assignment Agrmt#page3.tif source=Veev TM Assignment Agrmt#page4.tif source=Veev TM Assignment Agrmt#page5.tif source=Veev TM Assignment Agrmt#page6.tif source=Veev TM Assignment Agrmt#page7.tif source=Veev TM Assignment Agrmt#page8.tif	

EXHIBIT D

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “**Assignment**”) is hereby entered into on December 22, 2023 (the “**Effective Date**”), by and between Veev (assignment for the benefit of creditors), LLC, a California limited liability company (the “**Seller**”), in its sole and limited capacity as assignee for the benefit of creditors of Veev Group, Inc. (the “**Assignor**”), and Wall to Wall, LLC, a Delaware limited liability company (the “**Buyer**”). Seller and Buyer are parties to a certain Asset Purchase Agreement, dated as of December 22, 2023, by and among Seller, Buyer, and Wall to Floor, LLC, a Delaware limited liability company (the “**Asset Purchase Agreement**”). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. Pursuant to and upon the terms of the Asset Purchase Agreement, Seller has agreed to irrevocably sell, assign, transfer and convey to Buyer, and Buyer has agreed to accept, all right, title and interest of Seller in and to the Purchased Assets, including, without limitation, all right, title and interest of Seller in and to any and all trademark rights throughout the world, including, without limitation, any and all trademark applications, trademark registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, including, without limitation, those set forth in **Schedule A** hereto (hereafter collectively referred to as “**Marks**”), together with (i) all rights of any kind whatsoever of Seller accruing under any of the Marks provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (ii) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any or all of the Marks; (iii) the right but no obligation of Seller to sue for past, present, or future infringement, dilution, misappropriation, violation, misuse, breach or default of any or all of said Marks and to collect, or otherwise recover, any damages; in each case of the foregoing ((i), (ii), and (iii), collectively, “**Trademark Rights**”), as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made.

2. Seller desires to irrevocably sell, assign, transfer and convey to Buyer, and Buyer desires to accept the sale, assignment, transfer and conveyance of, all of Seller’s right, title and interest in, to and under all such Marks and all associated Trademark Rights.

3. Seller, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby irrevocably sell, assign, transfer and convey to Buyer, and Buyer hereby accepts the sale, assignment, transfer and conveyance of, all right, title and interest of Seller in, to and under all Marks and all associated Trademark Rights. Seller hereby authorizes and requests the United States Patent and Trademark Office to record and register this Assignment upon request by Buyer. Following the Effective Date, upon Buyer’s request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including without limitation, 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 Marks and associated Trademark Rights to Buyer, or any assignee or successor thereto, except that such Seller shall be reimbursed by Buyer for Seller’s reasonable costs and expenses incurred in providing such documents, instruments, endorsements or related information, which additional documents, instruments, endorsements or related information shall be prepared solely by Buyer.

4. Seller and Buyer acknowledge and agree that they are executing and delivering this Assignment in accordance with the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Marks and associated Trademark Rights assigned pursuant to this Assignment. This Assignment is subject to all of the terms and conditions of the

Asset Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or Buyer thereunder. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.


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

7. This Assignment shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Trademark Assignment Agreement by their duly authorized representatives as of the Effective Date.

SELLER:


Veev (assignment for the benefit of creditors), LLC, solely as assignee for the benefit of creditors of Veev Group, Inc.

DocuSigned by:

By: Michael A. Maily
Name: Michael A. Maily
Title: Manager

BUYER:

Wall to Wall, LLC

By: Len X, LLC
Its: Sole Member

By: 
Name: Eric Feder
Title: Authorized Signatory

SCHEDULE A

Trademarks

Trademark	Application Number	Registration Number	Goods and Services
VEEV	App 88984284 App 24-OCT-2019	Reg 7075658 Reg 06-JUN-2023	<p>Goods and Services:</p> <p>INT. CL. 9 DOWNLOADABLE COMPUTER SOFTWARE AND VOICE-ACTIVATED MOBILE SOFTWARE APPLICATIONS FOR SUPPORTING REAL ESTATE SERVICES, NAMELY, THE VIEWING AND EXCHANGING OF INFORMATION REGARDING REAL ESTATE BY DISPLAYING REAL ESTATE LISTINGS AND COLLABORATING WITH THIRD PARTIES IN THE REAL ESTATE DEVELOPMENT AND CONSTRUCTION INDUSTRY ON THE PROJECT ENTITLEMENT PROCESS, PERMITTING INFORMATION, AND CONSTRUCTION TIMELINES, THE DESIGN, ENGINEERING AND CONSTRUCTION OF REAL ESTATE BY DISPLAYING SITE PLANS, ARCHITECTURAL AND ENGINEERING PLANS AND RENDERINGS, AND CONSTRUCTION DRAWINGS, THE LEASING, BUYING, AND SELLING OF REAL ESTATE BY DISPLAYING REAL ESTATE LISTINGS, AND FOR SUPPORTING PROPERTY MANAGEMENT SERVICES BY PROVIDING A SOFTWARE PORTAL WHERE OWNERS AND TENANTS CAN SUBMIT REQUESTS FOR REPAIR AND WARRANTY WORK; DOWNLOADABLE COMPUTER SOFTWARE AND VOICE-ACTIVATED MOBILE SOFTWARE APPLICATIONS FOR SUPPORTING REAL ESTATE SERVICES, NAMELY, FOR ENACTING PROPERTY MANAGEMENT FUNCTIONS IN THE NATURE OF MANAGEMENT OF SERVICE REQUESTS</p>
VEEV	App 88666667 App 24-OCT-2019		<p>Goods and Services:</p> <p>INT. CL. 19 MANUFACTURED HOMES; MANUFACTURED HOUSING, NAMELY, PREFABRICATED, PANELIZED AND TRANSPORTABLE HOMES; RESIDENTIAL NON-METALLIC BUILDING MATERIALS, NAMELY, WALL PANELS, ASPHALT ROOF COATINGS, ASPHALT ROOFING PAPER, ASPHALT SEALANT, ASPHALTED FELTS, BITUMEN BASED SEALANTS FOR ROOFING, BITUMINOUS ROOF COATINGS, CEILING PANELS, DOOR CASINGS, DOOR FRAMES, DOOR PANELS, DOOR UNITS, DOORS, FELT ROOF COVERINGS, FELTS, FIBERBOARD, WALL PANELS, PAVERS, PLYWOOD, ROOFING, ROOFING CEMENT, ROOFING HIPS, ROOFING MEMBRANES, TAR-BASED SEALANTS FOR ROOFING, ROOFING SLATES, ROOFING TILES, VINYL SIDING, WOOD SIDING, SKYLIGHTS, SLATE, SLIDING DOORS, STAIRS, STAIR RISERS, SUSPENDED CEILING SYSTEMS COMPRISING PANELS, PAVING TILES, WALL BOARDS, WINDOW CASEMENTS, WINDOW FRAMES, WINDOWS AND SASH FASTENERS FOR WINDOWS, WOOD</p>

VEEV	App 88666670 App 24-OCT-2019		TRIM, COATINGS IN THE NATURE OF AN ACRYLIC FINISH TO BE APPLIED OVER CONCRETE, METAL AND MASONRY SURFACES; ACRYLIC RESINS; ACRYLIC ROOFING COATINGS; ACRYLIC BASED MASTIC ADHESIVES, NAMELY, ADHESIVES FOR FLOOR, CEILING AND WALL TILES; METAL BUILDING MATERIALS CONSISTING OF STEEL SECTIONS, NAMELY, FRAMING, TRUSSES, PARTITIONING SECTIONS AND METAL STRUCTURES MADE OF LIGHT-GAUGE STEEL; METAL BUILDING MATERIALS, NAMELY, SHEET METAL NOT OF PRECIOUS METAL, METAL WALL AND ROOFING PANELS, NAMELY, ELEMENTS FOR THE ENVELOPE AND THE STRUCTURES OF BUILDINGS, PARTITIONING, WALL AND ROOF COVERING
VEEV	App 88666673 App 24-OCT-2019		<p>Goods and Services: INT. CL. 36 REAL ESTATE SERVICES, NAMELY, PROVISION OF INFORMATION REGARDING THE LEASING, PURCHASE AND SALE OF REAL ESTATE; REAL ESTATE SERVICES, NAMELY, BROKERING OF REAL ESTATE; PROPERTY MANAGEMENT SERVICES INCLUDING MANAGEMENT OF RESIDENT RENTAL PAYMENTS AND SERVICE REQUESTS; CREDIT AND DEBIT CARD SERVICES, NAMELY, ISSUING OF CREDIT AND DEBIT CARDS, INFORMATION VERIFICATION AND AUTHENTICATION, PAYMENT AUTHORIZATION, TRANSMISSION, AND TRANSACTION PROCESSING, ELECTRONIC FUNDS TRANSFER; MORTGAGE, LENDING AND LOAN FINANCING SERVICES</p>
VEEV	App 88666675 App 24-OCT-2019		<p>Goods and Services: INT. CL. 37 RESIDENTIAL BUILDING CONSTRUCTION AND RENOVATION; TECHNICAL CONSULTATION IN THE FIELD OF BUILDING CONSTRUCTION AND RENOVATION; GENERAL CONTRACTOR SERVICES; INSTALLATION OF PREFABRICATED PANELS, BUILDING COMPONENTS AND FIXTURES TO A HOME; DRY CLEANING AND LAUNDRY SERVICES; RESIDENTIAL MAINTENANCE SERVICES, NAMELY, ELECTRIC APPLIANCE INSTALLATION AND REPAIR, HEATING AND AIR CONDITIONING REPAIR, AND PLUMBING REPAIR SERVICES; A FULL RANGE OF HOUSEHOLD SERVICES; HOUSE CLEANING AND ORGANIZING SERVICES; CARPET AND FLOOR CLEANING SERVICES; WINDOW AND GUTTER CLEANING SERVICES; POOL CLEANING SERVICES; DRY CLEANING AND LAUNDRY SERVICES; GARDENING SERVICES, NAMELY, SOWING, WATERING, MAINTAINING, TILLING, DIGGING, FERTILIZING, WEEDING, HARVESTING, AND PHOTOGRAPHING A GARDEN</p>
VEEV	App 88666675 App 24-OCT-2019		<p>Goods and Services: INT. CL. 40 MANUFACTURING SERVICES FOR OTHERS IN THE FIELD OF RESIDENTIAL HOUSING AND BUILDING PARTS; CUSTOM MANUFACTURE OF RESIDENTIAL HOUSING UNITS</p>

		<p>AND BUILDING PARTS; CUSTOM MANUFACTURE OF BUILDING MATERIALS; TECHNICAL SUPPORT SERVICES, NAMELY, PROVIDING TECHNICAL ADVICE RELATED TO THE MANUFACTURE OF PREFABRICATED PANELS; BUILDING MATERIALS AND RESIDENTIAL HOUSING UNITS; CUSTOM MANUFACTURING OF HARDWARE, EQUIPMENT, DEVICES AND ROBOTICS FOR ASSISTING IN THE ESTABLISHMENT, MAINTENANCE, MANAGEMENT AND OPTIMIZATION OF ONE'S LIVING ENVIRONMENT</p>
<p>VEEV</p>	<p>App 88666678 App 24-OCT-2019</p>	<p>Goods and Services: INT. CL. 42 ARCHITECTURAL DESIGN AND ENGINEERING SERVICES IN THE FIELD OF RESIDENTIAL HOMES; CONSULTING IN THE FIELDS OF ARCHITECTURAL DESIGN, ENGINEERING AND CONSTRUCTION SERVICES; PROVIDING A WEBSITE FEATURING INFORMATION ABOUT ARCHITECTURAL DESIGN, ENGINEERING AND CONSTRUCTION, RESIDENTIAL REAL ESTATE, AND LEASING, BUYING AND SELLING OF REAL ESTATE; PROVIDING A WEBSITE FEATURING COMPUTER SOFTWARE FOR SUPPORTING REAL ESTATE SERVICES, NAMELY, THE VIEWING AND EXCHANGING OF INFORMATION REGARDING REAL ESTATE, THE DESIGN, ENGINEERING AND CONSTRUCTION OF REAL ESTATE, THE LEASING, BUYING, AND SELLING OF REAL ESTATE, AND PROPERTY MANAGEMENT SERVICES INCLUDING MANAGEMENT OF RESIDENT RENTAL PAYMENTS AND SERVICE REQUESTS; PROVIDING TEMPORARY USE OF ONLINE, NON-DOWNLOADABLE COMPUTER SOFTWARE FOR USE IN CUSTOMIZING AND MANAGING ALL ASPECTS OF AN INDIVIDUAL'S OR FAMILY'S LIVING ENVIRONMENT; PROVIDING TEMPORARY USE OF ONLINE, NON-DOWNLOADABLE COMPUTER SOFTWARE FOR USE IN ORDERING, ARRANGING FOR, PAYING FOR, MANAGING, OPERATING, PERSONALIZING, MODIFYING AND UPGRADING HOUSEHOLD EQUIPMENT, DEVICES, AMENITIES AND SERVICES; PROVIDING TEMPORARY USE OF ONLINE, NON-DOWNLOADABLE COMPUTER SOFTWARE FOR USE IN COMPLYING AND DISPLAYING CREDIT AND DEBIT CARD ACCOUNT STATEMENTS, MERCHANT AND VENDOR INFORMATION, ANALYSES OF TRANSACTIONS, AND PAYMENT SCHEDULES, AND TRANSMITTING, PROCESSING, DETECTING FRAUD RELATING TO AND ENSURING THE SECURITY OF PAYMENTS; PROVIDING TEMPORARY USE OF ONLINE, NON-DOWNLOADABLE COMPUTER SOFTWARE THAT PROVIDES USERS WITH PLANTING RECOMMENDATIONS, STATUS UPDATES, NOTIFICATIONS AND ANALYSIS REGARDING PLANTS IN A GARDEN AND ALLOWS USERS TO DESIGN, SOW, WATER, MAINTAIN, TILL, DIG, FERTILIZE, WEED, HARVEST, AND PHOTOGRAPH A GARDEN; PROVIDING TEMPORARY USE OF ONLINE, NON-DOWNLOADABLE COMPUTER SOFTWARE FOR USE MANAGING COMPUTER HARDWARE, SOFTWARE AND ROBOTICS FOR</p>

		ASSISTING IN THE ESTABLISHMENT, MAINTENANCE, MANAGEMENT AND OPTIMIZATION OF ONE'S LIVING ENVIRONMENT
VEEV App 88666680 App 24-OCT-2019		<p>Goods and Services: INT. CL. 38 PROVIDING HIGH SPEED ACCESS TO THE INTERNET AND OTHER ELECTRONIC COMMUNICATIONS NETWORKS; STREAMING OF VIDEO AND AUDIO MATERIAL VIA THE INTERNET AND OTHER ELECTRONIC COMMUNICATIONS NETWORKS; PROVIDING ELECTRONIC MAIL, INSTANT MESSAGING, WEB MESSAGING AND WIRELESS DIGITAL MESSAGING SERVICES INT. CL. 43 BAR SERVICES; RESTAURANT SERVICES; CAFÉ SERVICES; PROVIDING SOCIAL FUNCTION FACILITIES FOR SPECIAL OCCASIONS, NAMELY, EVENT ROOM, COMMUNITY THEATERS, DINING AND ENTERTAINMENT FACILITIES INT. CL. 45 CONCIERGE SERVICES PROVIDED TO RESIDENTS OF SINGLE AND MULTI-FAMILY DWELLING UNITS; CONCIERGE SERVICES, NAMELY, PROVIDING INFORMATION ABOUT SOCIAL, CULTURAL, ATHLETIC, EDUCATIONAL, AND ENTERTAINMENT EVENTS AND LOCAL BUSINESSES IN THE NATURE OF FOOD, HEALTH, BEAUTY, SHOPPING, EXERCISE, CHILD AND PET CARE, AND EDUCATION AND RECEIVING AND DELIVERING PERSONAL ITEMS ON BEHALF OF RESIDENTS; PET CARE SERVICES, NAMELY, PET WALKING, PET BATHING, PET FEEDING, PET SITTING, AND PET BOARDING SERVICES</p>
VEEV App 88666682 App 24-OCT-2019		<p>Goods and Services: INT. CL. 4 CANDLES; CANDLE HOLDERS INT. CL. 11 LAMPS; LANTERNS; SCONCES; CHANDELIERS; ELECTRIC CANDLES INT. CL. 20 A FULL LINE OF INDOOR AND OUTDOOR FURNITURE; FURNITURE, INCLUDING SOFAS, LOVESEATS, SECTIONALS, CHAIRS, COFFEE TABLES, CONSOLE TABLES, SIDE TABLES, END TABLES, OTTOMANS, BENCHES, TELEVISION STANDS, MEDIA STANDS, BOOKCASES, CABINETS, DINING TABLES, BUFFETS, STOOLS, BAR CARTS, BAR FURNITURE, BEDS, HEADBOARDS, NIGHTSTANDS, DRESSERS, ARMOIRES, FILE CABINETS, SHELVING, STORAGE UNITS; HOUSEHOLD GOODS, INCLUDING HOUSEHOLD OR KITCHEN UTENSILS, PILLOWS, CUSHIONS, CLOCHES, CANISTERS, PAINTINGS, POSTERS, DRAWINGS, PLANTS, PLANTERS, TERRARIUMS, WREATHS, RUGS, MIRRORS, PICTURE FRAMES, BOXES, BINS, BASKETS, BOWLS, FIGURINES, STATUES, SERVING PLATTERS, TRAYS, CLOCKS, FIREPLACE SCREENS AND TOOLS, DECORATIVE SCREENS, DECORATIVE OBJECTS MADE OF WOOD, CORK, REED, CANE, WICKER, HORN, BONE, IVORY, WHALEBONE, SHELL, AMBER, MOTHER-OF-PEARL, MEERSCHAUM, AND</p>

			<p>PLASTIC; CURTAIN RODS, ROLLERS TIE-BACKS, AND HOOKS</p> <p>INT. CL. 24 A FULL LINE OF BEDDING PRODUCTS, INCLUDING PILLOWS, CUSHIONS, SHEETS, BLANKETS, COMFORTERS, SHAMS; WINDOW COVERINGS, NAMELY, CURTAINS, DRAPES, AND BLINDS; SHOWER CURTAINS</p> <p>INT. CL. 35 SALES OF INDOOR AND OUTDOOR FURNITURE, INCLUDING SOFAS, LOVESEATS, SECTIONALS, CHAIRS, COFFEE TABLES, CONSOLE TABLES, SIDE TABLES, END TABLES, OTTOMANS, BENCHES, TELEVISION STANDS, MEDIA STANDS, BOOKCASES, CABINETS, DINING TABLES, BUFFETS, STOOLS, BAR CARTS, BAR FURNITURE, BEDS, HEADBOARDS, NIGHTSTANDS, DRESSERS, ARMOIRES, FILE CABINETS, SHELVING, STORAGE UNITS; SALES OF HOUSEHOLD GOODS, INCLUDING HOUSEHOLD OR KITCHEN UTENSILS, PILLOWS, CUSHIONS, CLOCKS, CANISTERS, BLANKETS, SHEETS, COMFORTERS, PILLOW SHAMS, SHOWER CURTAINS, LAMPS, LANTERNS, SCONGES, CHANDELIERS, ELECTRIC CANDLES, CANDLES, CANDLE HOLDERS, PAINTINGS, POSTERS, DRAWINGS, PLANTS, PLANTERS, TERRARIUMS, WREATHS, RUGS, MIRRORS, PICTURE FRAMES, BOXES, BINS, BASKETS, BOWLS, FIGURINES, STATUES, SERVING PLATTERS, TRAYS, CLOCKS, FIREPLACE SCREENS AND TOOLS, DECORATIVE SCREENS, CURTAIN RODS, CURTAIN ROLLERS, CURTAIN TIE-BACKS, CURTAIN HOOKS, CURTAINS, DRAPES, BLINDS, DECORATIVE OBJECTS MADE OF WOOD, CORK, REED, CANE, WICKER, HORN, BONE, IVORY, WHALEBONE, SHELL, AMBER, MOTHER-OF-PEARL, MEERSCHAUM, AND PLASTIC</p>
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TRADEMARK

REEL: 008317 FRAME: 0918

RECORDED: 01/16/2024