

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM151230

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dream Labs, LLC		10/04/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	A.N.A. E-Commerce Ltd.		
Street Address:	Hativat Etzyoni 28		
City:	Ashkelon		
State/Country:	ISRAEL		
Entity Type:	Corporation: ISRAEL		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	6782861	RILEY HOME	
Registration Number:	5687272	GENEROUS IN STITCH, SEAM AND SPIRIT	
Registration Number:	5891643	BLANKET THE CITY	
Registration Number:	6713549	RILEY JR.	
Registration Number:	6739637	RILEY	
Registration Number:	5978734	PLAYFUL LUXURY, SERIOUS QUALITY	
Registration Number:	5921903	RILEY	
Registration Number:	6639439	R.	
Registration Number:	5984968	SLEEP WITH RILEY	
CORRESPONDENCE DATA			
Fax Number:	2129860604		
<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:	2128834911		
Email:	dsunshine@cozen.com		
Correspondent Name:	David Sunshine		
Address Line 1:	3 WTC, 175 Greenwich Street, 55th Floor		
Address Line 4:	New York, NEW YORK 10007		
NAME OF SUBMITTER:	DAVID SUNSHINE		
SIGNATURE:	DAVID SUNSHINE		

OP \$240.00.00 88869585

DATE SIGNED:	02/26/2024
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Total Attachments: 5
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IP ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS IP ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is made and entered into this October 4, 2023 (the “**Effective Date**”) by and between Dream Labs, LLC d/b/a Riley, a Delaware limited liability company (“**Assignor**”) and A.N.A E-Commerce Ltd., an Israeli company (“**Assignee**”).

Unless otherwise defined herein, capitalized terms are used herein as defined in the Asset Purchase Agreement, dated as of October 4, 2023, by and between Assignor and Assignee and the other parties thereto (the “**Asset Purchase Agreement**”).

WITNESSETH:

WHEREAS, pursuant to the Asset Purchase Agreement the Assignor agreed to convey, transfer and assign to the Assignee, all right, title and interest in the Seller Intellectual Property to Assignee and Assignee agreed to acquire and accept from Assignor such assignment.

WHEREAS, (i) the Assignor is executing and delivering this Agreement for the purpose of conveying, assigning, transferring and delivering to Assignee all of Assignor's right, title and interest in and to the Seller Intellectual Property, and (ii) Assignee is executing and delivering this Agreement for the purpose of accepting and acquiring from Assignor all of Assignor's right, title and interest in and to the Seller Intellectual Property.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Assignor hereby absolutely and irrevocably conveys, transfers and assigns all right, title, interest, in and to the Seller Intellectual Property, all in accordance with the terms set forth in the Asset Purchase Agreement. Neither the making nor the acceptance of this Agreement shall amend, restrict or otherwise modify any of the terms of the Asset Purchase Agreement or the rights and obligations of the parties thereunder. Without derogating from the generality of the foregoing, Seller Intellectual Property includes the items listed on Exhibit A hereto.
2. In furtherance of this Agreement, Seller hereby acknowledges that, from the Effective Date forward, Assignee has succeeded to all of Assignor's right, title, and standing to receive all rights and benefits pertaining to the Seller Intellectual Property, institute and prosecute all suits and proceedings, and take all actions that Assignee in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind under any and all of the Seller Intellectual Property, whether arising before or after the Effective Date, including the right to sue, to enforce and collect damages for past infringement of the Seller Intellectual Property, defend and compromise any and all such actions, suits, or proceedings, and do all other such acts and things in relation thereto as Assignee, in its sole discretion, deems advisable, subject to the Asset Purchase Agreement.
3. Without additional consideration to the Assignor, the Assignor shall execute, acknowledge and deliver in a reasonably prompt manner, all such further conveyances, notices, assumptions, releases and such other instruments, and shall take such further actions, in each case, as may be reasonably necessary or appropriate to duly assign all of the properties, rights, titles, interests, remedies, powers and privileges intended to be conveyed to the Assignee as part of the transfer of the Seller Intellectual Property, contemplated hereby.
4. Assignor hereby appoints the Assignee, as the true and lawful attorney of the Assignor, in the name of the Assignee or in the name of Assignor but on behalf of and for the benefit of the Assignee, to demand and receive any and all interests in the Seller Intellectual Property; to give

releases and acquittances for or in respect of the same or any part thereof; and to collect, assert or enforce any claim, right or title in or to the Seller Intellectual Property; in each case that the Assignee, shall deem reasonably necessary or advisable. The Assignor hereby acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable.

5. This Agreement, together with the other applicable provisions of the Asset Purchase Agreement, sets forth the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings among the parties hereto with respect to the subject matter hereof (with no concession being made as to the existence of any such agreements and understandings). In the event that any of the terms of this Agreement conflict with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail. All matters relating to the transfer of the Seller Intellectual Property to the Assignee and not expressly regulated hereunder, shall be deemed to be regulated by the Asset Purchase Agreement.

6. The provisions of Section 7.08 of the Asset Purchase Agreement (“Governing Law; Submission to Jurisdiction; Waiver of Jury Trial”) are incorporated by reference to this Agreement.

7. This Agreement is being executed by the Assignor and the Assignee and shall be binding upon, inure to the benefit of, and be enforceable by, each of the Assignor and the Assignee, and their respective successors and assigns, for the uses and purposes above set forth and referred to, and shall be effective as of the date hereof.

8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and enforceable against the parties hereto, and all of which together shall be considered one and the same agreement, it being understood that all parties need not sign the same counterpart. The exchange of an executed Agreement (in counterparts or otherwise) by facsimile transmission or by electronic delivery in .pdf format or the like shall be sufficient to bind the parties to the terms and conditions of this Agreement, as an original.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Assignment and Assumption Agreement to be duly executed on the date first above written.

DREAM LABS, LLC d/b/a Riley

By: 

Name: Marc Jacob
Title: CEO

A.N.A E-COMMERCE LTD.

By: 

Name: Nahoum Hour
Title: CEO

Exhibit A

Seller Intellectual Property

Domain Names

1. Rileyhome.com

Registered Trademarks in USA

1. RILEY HOME - Registration number 6782861
2. GENEROUS IN STITCH, SEAM AND SPIRIT - Registration number 5687272
3. BLANKET THE CITY - Registration number 5891643
4. R I L E Y - Registration number 87700919
5. RILEY - Registration number 87290299
6. HOME LIE-ON - Registration number 87722822
7. RILEY JR. - Registration number 6713549
8. RILEY - Registration number 6739637
9. PLAYFUL LUXURY, SERIOUS QUALITY - Registration number 5978734
10. RILEY - Registration number 5921903
11. R. - Registration number 6639439
12. SLEEP WITH RILEY - Registration number 5984968
13. LIFE IN THE DETAILS - Registration number 88356483
14. THANK YOU FOR SLEEPING WITH US - Registration number 88186658

Social Media Accounts

1. Facebook account - facebook.com/RileyAtHome/
2. Twitter account - twitter.com/riley_home
3. Instagram account - instagram.com/riley.home/

Customers Data

1. Emails list of subscribers.
2. Phones list of subscribers.
3. Purchasers and customers full information.
4. Full information of orders history.

Digital Accounts

1. Google Suite business account – under marc@rileyhome.com, including Emails, Drive and Ads.
2. Dropbox account
3. Klaviyo account - juliana@rileyhome.com
4. Attentive account – Riley
5. Gorgia account - dreamlabs.gorgias.com
6. ShareASale account - ID# 81199

Phone Numbers

1. 1-833-745-3946
2. 1-833-217-3292