

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM182052

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tuesday Morning Partners, Ltd.		04/28/2023	Corporation: TEXAS
RECEIVING PARTY DATA			
Company Name:	Hilco Merchant Resources, LLC		
Street Address:	5 Revere Dr Ste 206		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	Limited Liability Company: UTAH		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4832441		
Registration Number:	4993124	TUESDAY MORNING	
Registration Number:	1211932	TUESDAY MORNING	
Registration Number:	5247596	TUESDAY MORNING	
Registration Number:	5247597	TUESDAY MORNING	
Registration Number:	5242780	TUESDAY MORNING	
Registration Number:	5247598	TUESDAY MORNING	
Registration Number:	4471915	TUESDAY MORNING PERKS	
Registration Number:	6037215	INCREDIBLE DEALS FOR YOUR HOME	
Registration Number:	3303245	THE BEST KITCHEN STARTS HERE	
Registration Number:	6102837	TM CARES FUND	
Registration Number:	6075672	TUESDAY MORNING CARES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8014726510		
Email:	kraldavid@gmail.com,matthew.peterson@resale.com		
Correspondent Name:	Mr. David Shallenberger		

OP \$315.00.00 86073713

Address Line 1: 1131 E 965 N
Address Line 4: Orem, UNITED STATES MINOR OUTLYING ISLANDS 84097

ATTORNEY DOCKET NUMBER:	RT-TuMoR1
NAME OF SUBMITTER:	David Shallenberger
SIGNATURE:	David Shallenberger
DATE SIGNED:	03/08/2024

Total Attachments: 12

- source=007 - Tuesday Morning - Hilco - IP Assignment Agreement (Executed) (1)#page1.tif
- source=007 - Tuesday Morning - Hilco - IP Assignment Agreement (Executed) (1)#page2.tif
- source=007 - Tuesday Morning - Hilco - IP Assignment Agreement (Executed) (1)#page3.tif
- source=007 - Tuesday Morning - Hilco - IP Assignment Agreement (Executed) (1)#page4.tif
- source=007 - Tuesday Morning - Hilco - IP Assignment Agreement (Executed) (1)#page5.tif
- source=007 - Tuesday Morning - Hilco - IP Assignment Agreement (Executed) (1)#page6.tif
- source=007 - Tuesday Morning - Hilco - IP Assignment Agreement (Executed) (1)#page7.tif
- source=007 - Tuesday Morning - Hilco - IP Assignment Agreement (Executed) (1)#page8.tif
- source=007 - Tuesday Morning - Hilco - IP Assignment Agreement (Executed) (1)#page9.tif
- source=007 - Tuesday Morning - Hilco - IP Assignment Agreement (Executed) (1)#page10.tif
- source=007 - Tuesday Morning - Hilco - IP Assignment Agreement (Executed) (1)#page11.tif
- source=007 - Tuesday Morning - Hilco - IP Assignment Agreement (Executed) (1)#page12.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”), effective as of April 28, 2023 (the “**Effective Date**”), is by and among Tuesday Morning Corporation, TMI Holdings, Inc., Tuesday Morning, Inc., Friday Morning, LLC, Days of the Week, Inc., Nights of the Week, Inc., and Tuesday Morning Partners, Ltd. (collectively, the “**Assignors**” and each, an “**Assignor**”) and Hilco Merchant Resources, LLC (the “**Assignee**”). Assignors and Assignee may be referred to in this Agreement individually as a “**Party**” and together as the “**Parties**”.

In consideration of good and valuable consideration as acknowledged by the Parties it is agreed by and between the Parties as follows:

ARTICLE I
DEFINITIONS

For purposes of this Agreement, the following capitalized terms are defined in this Article 1 and shall have the meaning specified herein.

“**Copyrights**” means, collectively, any and all copyright rights, design rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, including those listed on Exhibit A to this Agreement.

“**Domains**” mean the internet domain names listed on Exhibit B to this Agreement.

“**Patents**” means, collectively, all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including any rights to those listed on Exhibit C to this Agreement.

“**Trademarks**” means, collectively, trademarks, trademark applications, service marks, trade names, trade dress, design rights, domain names and other identifiers of origin (including all applications for, or registrations of, each of the foregoing), and the entire goodwill of the business of Assignors, including those as listed on Exhibit D to this Agreement.

“**Assigned Property**” means, collectively, the Copyrights, Domains, Patents, and Trademarks as those terms are defined in this Agreement, including without limitation (i) the goodwill of the business associated therewith, (ii) all rights of Assignor, if any, to obtain registrations, renewals, and extensions of the Assigned Property, individually or collectively, that may be secured under the laws now or hereafter in force and effect in the United States, or in any other country or countries; and (b) all rights of Assignor, if any, to sue for all past infringements of the Assigned Property, both at common law and under the statutes of the United States or any other country.

ARTICLE II
ASSIGNMENT

1. Assignment. Assignors hereby irrevocably assign, transfer, and convey to Assignee, its successors and assigns, any and all of their right, title, and interest in and to the Assigned Property.

By making this Agreement, Assignors are not representing or warranting that they have any rights or interests in or to the Domains listed on Exhibit B to this Agreement.

2. Successors and Assigns. This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

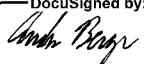
3. Severability. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision does not affect the validity or enforceability of the other provisions of this Agreement.

4. Counterparts. This Agreement may be executed (including by facsimile or other electronic transmission) in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

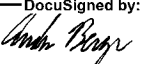
5. Governing Law. This Agreement shall be governed and interpreted in accordance with the United States bankruptcy law, except to the extent that the laws of the State of Texas, without regard to principles of conflicts of law, are applicable.

[SIGNATURE PAGE FOLLOWS]

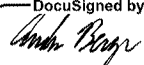
DAYS OF THE WEEK, INC.

DocuSigned by:

By: _____
Name: Andrew Berger
Title: Chief Executive Officer

NIGHTS OF THE WEEK, INC.

DocuSigned by:

By: _____
Name: Andrew Berger
Title: Chief Executive Officer

TUESDAY MORNING PARTNERS, LTD.

DocuSigned by:

By: _____
Name: Andrew Berger
Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNEE:

HILCO MERCHANT RESOURCES, LLC

By: _____

Name: Ian S. Fredericks

Title: President

[Signature Page to Intellectual Property Assignment Agreement]

Exhibit A - Copyrights

None.

[Exhibit A to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 008364 FRAME: 0163

Exhibit B – Domains

Network Solutions

emailtuesdaymorning.com
etreasures.info
etreasures.us
napastyle.com
napastyle.info
napastyle.net
napastylebarndoor.com
teusday-morning.biz
teusday-morning.com
teusday-morning.info
teusday-morning.net
teusday-morning.org
teusday-morning.us
teusdaymorning.biz
teusdaymorning.info
teusdaymorning.net
teusdaymorning.org
teusdaymorning.us
tm-etreasures.biz
tm-etreasures.co.uk
tm-etreasures.com
tm-etreasures.info
tm-etreasures.net
tm-etreasures.org
tm-etreasures.us
tmdirect.biz
tmdirect.com
tmdirect.org tmdirect.us
tmdirect.xyz tmsurvey.com
tuesday-morning.biz
tuesday-morning.co.uk tuesday-
morning.info tuesday-morning.net
tuesday-morning.us tuesdayam.biz
tuesdayam.co.uk tuesdayam.info
tuesdayam.net tuesdayam.org
tuesdayam.us tuesdaymoring.biz
tuesdaymoring.co.uk
tuesdaymoring.info
tuesdaymoring.net

[Exhibit B to Intellectual Property Assignment Agreement]

CSCGlobal

tuesdaymoring.org
tuesdaymoring.us
tuesdaymorning.biz
tuesdaymorning.info
tuesdaymorning.online
tuesdaymorning.org
tuesdaymorning.us
tuesdaymorning.xxx
tuesdaymorningcorporation.biz
tuesdaymorningcorporation.co.uk
tuesdaymorningcorporation.com
tuesdaymorningcorporation.info
tuesdaymorningcorporation.net
tuesdaymorningcorporation.org
tuesdaymorningcorporation.us
tuesdaymorningdirect.biz
tuesdaymorningdirect.co.uk
tuesdaymorningdirect.com
tuesdaymorningdirect.info
tuesdaymorningdirect.net
tuesdaymorningdirect.org
tuesdaymorningdirect.site
tuesdaymorningdirect.us
tuesdaymorningoffer.biz
tuesdaymorningoffer.info
tuesdaymorningoffer.net
tuesdaymorningoffer.org
tuesdaymorningoffer.us
tuesdaymorningonline.biz
tuesdaymorningonline.info
tuesdaymorningonline.net
tuesdaymorningonline.org
tuesdaymorningonline.us
tuesdaymorning.com

[Exhibit B to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 008364 FRAME: 0165

Exhibit C – Patents

Debtor	Patent	Patent/ Application No.	Issue Date	Status	Owned/ Licensed
Tuesday Morning Partners, Ltd.	Culinary Utensil	D787281	5/23/2017	Issued	Owned
Tuesday Morning Partners, Ltd.	Basting Brush Head	D784027	4/18/2017	Issued	Owned
Tuesday Morning Partners, Ltd.	Kitchen Implement Handle	D778106	2/7/2017	Issued	Owned
Tuesday Morning Partners, Ltd.	Splatter Shield	D778128	2/7/2017	Issued	Owned
Tuesday Morning Partners, Ltd.	Kitchen Implement Handle	D778107	2/7/2017	Issued	Owned
Tuesday Morning Partners, Ltd.	Kitchen Implement Handle	D778108	2/7/2017	Issued	Owned
Tuesday Morning Partners, Ltd.	Kitchen Implement Handle	D784073	4/18/2017	Issued	Owned
Tuesday Morning Partners, Ltd.	Food Mill	D790292	6/27/2017	Issued	Owned
Tuesday Morning Partners, Ltd.	Wok	D816392	5/1/2018	Issued	Owned
Tuesday Morning Partners, Ltd.	Tagine	D798649	10/3/2017	Issued	Owned
Tuesday Morning Partners, Ltd.	Label	D787598	5/23/2017	Issued	Owned
Tuesday Morning Partners, Ltd.	Label	D786976	5/16/2017	Issued	Owned
Tuesday Morning Partners, Ltd.	Box	D787320	5/23/2017	Issued	Owned
Tuesday Morning Partners, Ltd.	Baking Pan Insert	D784066	4/18/2017	Issued	Owned
Tuesday Morning Partners, Ltd.	Knife	D770850	11/8/2016	Issued	Owned
Tuesday Morning Partners, Ltd.	Baking Sheet	D784067	4/18/2017	Issued	Owned

[Exhibit C to Intellectual Property Assignment Agreement]

Tuesday Morning Partners, Ltd.	Container Divider	D823133	7/17/2018	Issued	Owned
Tuesday Morning Partners, Ltd.	Container	D930442	9/14/2021	Issued	Owned
Tuesday Morning Partners, Ltd.	Shears	D786634	5/16/2017	Issued	Owned
Tuesday Morning Partners, Ltd.	Food Storage Container	D854382	7/23/2019	Issued	Owned
Tuesday Morning Partners, Ltd.	Food Storage Container	D917237	4/27/2021	Issued	Owned
Tuesday Morning Partners, Ltd.	Cookware Basting Projections	D835453	12/11/2018	Issued	Owned
Tuesday Morning Partners, Ltd.	Cookware Basting Projection	D882332	4/28/2020	Issued	Owned
Tuesday Morning Partners, Ltd.	Cookware Lid With Basting Projections	10264921	4/23/2019	Issued	Owned
Tuesday Morning Partners, Ltd.	Cookware Lid With Basting Projections	16/389585	07/12/22	Issued Patent #11382459 B2	Owned

[Exhibit C to Intellectual Property Assignment Agreement]

Exhibit D – Trademarks

Debtor	Trademark	Jurisdiction	Registration No.	Registration Date	Status	Owned/ Licensed
Tuesday Morning Partners, Ltd.	Bird Logo 	United States of America	4832441	10/13/2015	Registered	Owned
Tuesday Morning Partners, Ltd.	TUESDAY MORNING	United States of America	4993124	7/5/2016	Registered	Owned
Tuesday Morning Partners, Ltd.	TUESDAY MORNING	United States of America	1211932	10/5/1982	Registered	Owned
Tuesday Morning Partners, Ltd.	TUESDAY MORNING (Stylized - blue background - one line) 	United States of America	5247596	7/18/2017	Registered	Owned
Tuesday Morning Partners, Ltd.	TUESDAY MORNING (Stylized - blue background) 	United States of America	5247597	7/18/2017	Registered	Owned
Tuesday Morning Partners, Ltd.	TUESDAY MORNING (Stylized - one line) 	United States of America	5242780	7/11/2017	Registered	Owned
Tuesday Morning Partners, Ltd.	TUESDAY MORNING (Stylized - stacked) 	United States of America	5247598	7/18/2017	Registered	Owned
Tuesday Morning Partners, Ltd.	TUESDAY MORNING PERKS	United States of America	4471915	1/21/2014	Registered	Owned

[Exhibit D to Intellectual Property Assignment Agreement]

Debtor	Trademark	Jurisdiction	Registration No.	Registration Date	Status	Owned/ Licensed
Tuesday Morning Partners, Ltd.	INCREDIBLE DEALS FOR YOUR HOME	United States of America	6037215	4/21/2020	Registered	Owned
Tuesday Morning Partners, Ltd.	NAPASTYLE	United States of America	3042352	1/10/2006	Registered	Owned
Tuesday Morning Partners, Ltd.	THE BEST KITCHEN STARTS HERE	United States of America	3303245	10/2/2007	Registered	Owned
Tuesday Morning, Inc.	TM CARES FUND and Design 	United States of America	6102837	7/14/2020	Registered	Owned
Tuesday Morning, Inc.	TUESDAY MORNING CARES	United States of America	6075672	6/9/2020	Registered	Owned

[Exhibit D to Intellectual Property Assignment Agreement]