

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI77635

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	06/12/2023		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Liberty Procurement Co. Inc.		03/06/2024	Corporation: NEW YORK
RECEIVING PARTY DATA			
Company Name:	Beyond, Inc.		
Street Address:	799 Coliseum Way		
City:	Midvale		
State/Country:	UTAH		
Postal Code:	84047		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90979747	SIMPLY ESSENTIAL	
Serial Number:	97676538	NESTWELL	
Serial Number:	97869926	NESTWELL	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<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:	3142592000		
Email:	bcipdocketing@bcplaw.com		
Correspondent Name:	Matthew Minder		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	1088363.30		
NAME OF SUBMITTER:	ANNE SCHOLL		
SIGNATURE:	ANNE SCHOLL		
DATE SIGNED:	03/11/2024		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Assignment”) is made effective as of June 12, 2023 (the “Effective Date”), by and between Liberty Procurement Co. Inc., a New York corporation located at 650 Liberty Avenue Union, New Jersey 07083 (“Assignor”) and Beyond, Inc. (formerly Overstock.com, Inc.), a Delaware corporation located at 799 Coliseum Way Midvale, Utah 84047 (“Assignee”). Assignor and Assignee may be referred to in this Assignment each as a “Party” and collectively as the “Parties.”

WHEREAS, prior to the Effective Date, Assignor owned all right, title and interest in and to certain “Intellectual Property Rights,” including all common law and statutory right, title and interest, together with the goodwill related thereto;

WHEREAS, Assignee is the successor to the portion of the ongoing and existing business of Assignor to which the Intellectual Property Rights pertain, and Assignee desired to acquire all right, title, and interest, and all goodwill associated therewith, in and to the Intellectual Property Rights; and

WHEREAS, through a certain Asset Purchase Agreement dated as of June 12, 2023 (“Purchase Agreement”), Assignor assigned to Assignee all right, title and interest in and to the Intellectual Property Rights, including all goodwill associated therewith, and the Parties would like to further memorialize the full and complete assignment of Assignor’s rights and interests to Assignee.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

1. Assignment and Assumption. Assignor does hereby confirm that, as of the Effective Date, Assignor sold, assigned, and transferred to Assignee, its successors and assigns, all of its (i) right, title, and interest in, to and under the Intellectual Property Rights, including all associated trademarks, trade names, service marks, logos, designs, and all goodwill associated therewith, all applications, registrations and common law rights therein (including as identified on Exhibit A), and (ii) all past, present and future income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and (iii) in and to any and all past, present and future causes of action (either in law or in equity), and (iv) the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of the Intellectual Property Rights owned by Assignor as of the Effective Date.

2. Recordation. Assignor agrees to execute and acknowledges and agrees that Assignee may record this Assignment with the United States Patent and Trademark Office, as

well as any other United States government office as may be necessary or appropriate, and Assignor hereby requests such offices to issue all registrations and renewals for the Intellectual Property Rights to Assignee in accordance with the terms of this Assignment.

3. Further Assurances. From time to time after the date hereof, upon the reasonable request of Assignee, Assignor shall execute and deliver or cause to be executed and delivered such further instruments of conveyance, assignment, transfer, acceptance and assumption, and take such further action as Assignee may reasonably request, in order to fully effectuate the purposes, terms and conditions of this Assignment.

4. Counterparts; Signatures. This Assignment may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. PDFs and faxed/digital signatures shall be given the same legal effect as original signatures.

5. Severability. The provisions of this Assignment will be deemed severable, and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof. If any provision of this Assignment, or the application thereof to any person or any circumstance, is invalid or unenforceable, (a) the Parties will negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible and (b) the remainder of this Assignment and the application of such provision to other persons or circumstances will not be affected by such invalidity or unenforceability.

7. Amendment. No amendment, supplement, modification, waiver or termination of this Assignment or any provision hereof shall be binding unless executed in writing by the Party to be bound thereby.

8. Headings. The headings in this Assignment are inserted for convenience only and shall not constitute a part hereof.

9. Governing Law. This Assignment and all disputes relating thereto shall be governed by and construed in accordance with the laws of the state of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would otherwise require the application of the laws of any jurisdiction other than the state of Delaware.

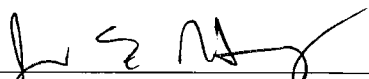
10. Power of Attorney. Pursuant to the Purchase Agreement, Assignor irrevocably appoints Assignee as Assignor's attorney-in-fact, with full power of substitution, to execute, file and record all assignment documents of the Intellectual Property Rights.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this nunc pro tunc Assignment to be duly executed and delivered as of the Effective Date.

Assignor:

Liberty Procurement Co. Inc.

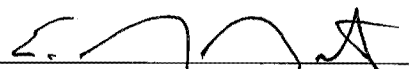
By: 

Name: Jacob E Hernandez

Title: Associate General Counsel, IP

Assignee:

Beyond, Inc. (formerly Overstock.com, Inc.)

By: 

Name: E. Glen Nickle

Title: Chief Legal Officer



Exhibit A

Trademarks/Service Mark

Mark	File Date	Serial No.
SIMPLY ESSENTIAL	July 14, 2020	90979747
NESTWELL	November 14, 2022	97676538
NESTWELL	April 3, 2023	97869926
SIMPLY ESSENTIAL	November 21, 2022	97686119