

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1130167

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900843114

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hilco Merchant Resources, LLC		06/20/2023	Limited Corporation: ILLINOIS

RECEIVING PARTY DATA

Company Name:	Upward Partners LLC
Street Address:	PO Box 1063
City:	Bountiful
State/Country:	UTAH
Postal Code:	84010
Entity Type:	Corporation: UTAH

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
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:	3042352	NAPASTYLE
Registration Number:	3303245	THE BEST KITCHEN STARTS HERE
Registration Number:	6102837	TM CARES FUND
Registration Number:	6075672	TUESDAY MORNING CARES

CORRESPONDENCE DATA

Fax Number:

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: 8014726510

Email: kraldavid@gmail.com, matthew.peterson@resale.com

TRADEMARK

Correspondent Name: Mr. David Shallenberger
Address Line 1: 1131 E 965 N
Address Line 4: Orem, UTAH 84097

NAME OF SUBMITTER: David Shallenberger

SIGNATURE: David Shallenberger

DATE SIGNED: 03/28/2024

Total Attachments: 5

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Execution Version 6/20/2023

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “Assignment”), is made and entered into this 20th day of June, 2023 (the “Effective Date”) by and between Hilco Merchant Resources, LLC, a Delaware limited liability company (“Seller”) and Upward Partners, LLC, an Utah limited liability company (“Buyer”) (each a “Party” and collectively the “Parties”).

WHEREAS, Assignor desires to sell, convey, transfer, and assign to Assignee and Assignee desires to purchase, acquire and accept from Assignor all of Assignor’s rights, title and interest in and to the trademarks and service marks listed on Schedule A attached hereto and made a part hereof and the goodwill of the business associated therewith and symbolized thereby (the “Assigned Property”).

NOW THEREFORE, in consideration of the premises, the covenants and obligations expressed herein and other valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, and intending to be legally bound, the Parties hereby agree as follows:

1. Effective as of the Effective Date and subject to the indefeasible receipt of the Purchase Price, as set forth and defined in the Bill of Sale executed by the Parties contemporaneously herewith (the “Bill of Sale”), Assignor hereby sells, transfers, assigns and sets over to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor’s rights, title and interest in and to the Assigned Property that exist as of the Effective Date, including applications therefor (as set forth on Schedule A), any renewals thereof, any common law rights to such Assigned Property, all goodwill of the business associated therewith and symbolized by the Assigned Property, and the right to sue and to collect damages and payments for claims of present, and future infringement or misappropriation thereof.
2. ASSIGNEE EXPRESSLY ACKNOWLEDGES THAT IT IS PURCHASING, ACQUIRING, AND ACCEPTING THE ASSIGNED PROPERTY ON THE EFFECTIVE DATE “AS IS” AND ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER IN CONNECTION WITH THE ASSIGNED PROPERTY, INCLUDING WITH RESPECT TO THE TITLE, VALIDITY AND ENFORCEABILITY THEREOF. ASSIGNEE EXPRESSLY ACKNOWLEDGES THAT CERTAIN OF THE ASSIGNED PROPERTY MAY REQUIRE RENEWAL IN THE APPROPRIATE JURISDICTION AND ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER IN CONNECTION WITH THE ABILITY OR FEASIBILITY TO SUCCESSFULLY RENEW SUCH ASSIGNED PROPERTY.
3. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue patents or trademarks, to record this Assignment to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.
4. Assignor agrees that, if reasonably requested by Assignee within sixty (60) days of Effective Date, and provided that there is no cost to Assignor, Assignor will execute all documents and instruments, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining the Assigned Property, and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.

5. For a period of 30 days after the Closing Date, Buyer hereby grants to the Seller a non-exclusive, royalty-free, fully paid-up, irrevocable right and license to use the Assigned Property conveyed under this Assignment in finalizing liquidation sales through Tuesday Morning's existing stores.
6. Assignor irrevocably appoints Assignee to be its attorney, with full power of substitution, and to take and execute in the name of Assignor any and all actions and documents to effectuate, record, perfect, transfer or confirm this Assignment of the Assigned Property in the name of Assignee throughout the world.
7. Assignor hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or its nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
8. Notwithstanding any other provision of this Assignment, the assignments contemplated hereunder shall not be effective unless and until the Purchase Price has been indefeasibly paid in full. Upon such payment, Assignor shall provide Assignee with written confirmation of receipt of payment.
9. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY (INCLUDING DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS OR LOST PROFITS SUFFERED BY SUCH PARTY), WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, TORT OR OTHERWISE, INCLUDING NEGLIGENCE OF ANY KIND, WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT WAS KNOWN.
10. Except as otherwise set forth herein, each Party is solely responsible for its costs and expenses incurred in connection with this Assignment. Assignee will be responsible for all documentary, stamp, transfer, sales, use, value added, excise and other similar non-income taxes and all filing and recording fees (and any interest, penalties and additions with respect to such taxes and fees) arising from or relating to the consummation of the transactions contemplated by this Assignment (collectively, "Transfer Taxes"), regardless of the party on whom liability is imposed under the provision of laws relating to such Transfer Taxes.
11. This Assignment, together with the Bill of Sale constitute the full and entire understanding and agreement among the Parties with regard to the subject matter hereof and thereof and supersedes all other prior agreements and understandings with regard to the subject matters hereof and thereof. The Parties have voluntarily agreed to define their rights and liabilities in respect of transactions contemplated by this Assignment exclusively in contract pursuant to the express provisions of this Assignment and the Bill of Sale. The Parties expressly disclaim that they are owed any duties or obligations not expressly set forth in this Assignment or the Bill of Sale.
12. No Person other than the Parties hereto and their respective successors and permitted assigns shall

be deemed an intended beneficiary hereunder or have any right to enforce any obligation of this Assignment.

- 13. Each and all of the covenants, terms, provisions, and agreements contained herein shall be binding upon and inure to the benefit of the Parties hereto and their successors, heirs, and assigns.
- 14. The Parties hereby agree that this Assignment shall be governed by and construed in accordance with the laws of Utah, United States of America. The exclusive venue of any action or proceeding arising out of or relating to this Assignment will be the federal or state courts of Utah, United States of America, and the Parties consent to personal jurisdiction in such courts.
- 15. In the event that any provision hereof is held to be invalid or unenforceable, the remainder of this Assignment will remain valid and enforceable according to its terms. In the event of such partial invalidity, the Parties shall seek in good faith to agree on replacing any such legally invalid provision with a provision which, in effect, will most nearly and fairly approach the effect of the invalid provision.

Assignor:
Hilco Merchant Resources, LLC

Assignee:
Upward Partners, LLC

By: T. Kellan Grant
Name: T. Kellan Grant
Title: Executive Vice President

By: Ryant Tref
Name: Ryant Tref
Title: CEO

SCHEDULE AList of Trademarks

Jurisdiction	Trademark	Reg. No.	Reg. Date
United States of America	Bird Logo	4832441	10/13/2015
United States of America	TUESDAY MORNING	4993124	7/5/2016
United States of America	TUESDAY MORNING	1211932	10/5/1982
United States of America	TUESDAY MORNING (Stylized - blue background - one line)	5247596	7/18/2017
United States of America	TUESDAY MORNING (Stylized - blue background)	5247597	7/18/2017
United States of America	TUESDAY MORNING (Stylized - one line)	5242780	7/11/2017
United States of America	TUESDAY MORNING (Stylized - stacked)	5247598	7/18/2017
United States of America	TUESDAY MORNING PERKS	4471915	1/21/2014
United States of America	INCREDIBLE DEALS FOR YOUR HOME	6037215	4/21/2020
United States of America	NAPASTYLE	3042352	1/10/2006
United States of America	THE BEST KITCHEN STARTS HERE	3303245	10/2/2007
United States of America	TM CARES FUND and Design	6102837	7/14/2020
United States of America	TUESDAY MORNING CARES	6075672	6/9/2020

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Final Audit Report

2023-06-20

Created:	2023-06-20
By:	Jordon Parker (JParker@hilcoglobal.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAATIsYKWkzjrt-HMgRFFxcmD21X0rWy


"TM Trademark Assignment 6-20-23 Execution Clean.docx" History

 Document digitally presigned by DocuSign, Inc. (enterprisesupport@docusign.com)

2023-06-20 - 5:51:56 PM GMT- IP address: 68.160.246.196

 Document created by Jordon Parker (JParker@hilcoglobal.com)

2023-06-20 - 6:17:30 PM GMT- IP address: 68.160.246.196

 Document emailed to Kellan Grant (kgrant@hilcoglobal.com) for signature

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 Email viewed by Kellan Grant (kgrant@hilcoglobal.com)

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 Document e-signed by Kellan Grant (kgrant@hilcoglobal.com)

Signature Date: 2023-06-20 - 6:20:41 PM GMT - Time Source: server- IP address: 50.238.22.202

 Agreement completed.

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