

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM410095

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HUNTINGTON NATIONAL BANK, N.A.		10/05/2016	National Banking Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WHOLESALE DECOR LLC		
<b>Street Address:</b>	650 South Prospect Avenue		
<b>City:</b>	Hartville		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44632		
<b>Entity Type:</b>	Limited Liability Company: OHIO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2675276	OWI	
<b>Registration Number:</b>	3549675	JUST BECAUSE. . . STUDIOS	
<b>Registration Number:</b>	3425365	OHIO WHOLESALE, INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3304348888		
<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>			
<b>Phone:</b>	330-434-9999		
<b>Email:</b>	iplaw@etblaw.com		
<b>Correspondent Name:</b>	Roger D. Emerson		
<b>Address Line 1:</b>	1914 Akron Peninsula Rd		
<b>Address Line 4:</b>	Akron, OHIO 44313		
<b>NAME OF SUBMITTER:</b>	Andrew S. Curfman		
<b>SIGNATURE:</b>	/andrew s. curfman/		
<b>DATE SIGNED:</b>	12/23/2016		
<b>Total Attachments: 4</b>			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”) is made and entered into on October 5, 2016 by and between THE HUNTINGTON NATIONAL BANK, N.A. (the “Assignor”), and WHOLESALÉ DÉCOR LLC, an Ohio limited liability company (the “Assignee”).

WHEREAS, Assignor and Assignee have entered into a Secured Party Sale Agreement of even date herewith; and

WHEREAS, Assignor is the owner of all right, title and interest in and to the following Trademarks, which Trademarks have been filed on the principal register of the United States Patent and Trademark Office under the Registration Nos. and Serial Nos. shown below (collectively, the “Trademarks”), together with the goodwill of the business connected with and symbolized by the Trademarks:

<u>Description</u>	<u>Registration No.</u>	<u>Serial No.</u>
“OWI”	2675276	78122000
“JUST BECAUSE . . . STUDIOS”	3549675	77464085
“OHIO WHOLESALÉ, INC.”	3425365	77112171; and

WHEREAS, Assignor desires to transfer to Assignee, and Assignee desires to acquire all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks, as well as all rights of action against third parties for past or current infringement thereof), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration of the Trademarks to Assignee as assignee of Assignor’s entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee’s ownership of the Trademarks.

This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such

be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

ASSIGNOR

THE HUNTINGTON NATIONAL BANK, N.A.

By: [Signature]  
Glenn Bartley, Senior Vice President

STATE OF OHIO )  
COUNTY OF Summit ) ss:

BEFORE ME, a Notary Public, in and for said County and State, personally appeared Glenn Bartley, who acknowledged that he is the Senior Vice President of THE HUNTINGTON NATIONAL BANK, N.A., that he did sign the foregoing instrument, and that the same is his duly authorized free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio on October 3, 2016.

[Signature]  
NOTARY PUBLIC

ASSIGNEE

WHOLESALE DÉCOR LLC

By: \_\_\_\_\_  
Philip M. Daetwyler, CEO



MARLA E. MCCLINTIC  
Notary Public State of Ohio  
My Comm. Expires DEC. 23, 2016

STATE OF OHIO )  
COUNTY OF \_\_\_\_\_ ) ss:

BEFORE ME, a Notary Public, in and for said County and State, personally appeared Philip M. Daetwyler, who acknowledged that he is the Chief Executive Officer of WHOLESALE DÉCOR

counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

ASSIGNOR

THE HUNTINGTON NATIONAL BANK, N.A.

By: \_\_\_\_\_  
Glenn Bartley, Senior Vice President

STATE OF OHIO )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )


BEFORE ME, a Notary Public, in and for said County and State, personally appeared Glenn Bartley, who acknowledged that he is the Senior Vice President of THE HUNTINGTON NATIONAL BANK, N.A., that he did sign the foregoing instrument, and that the same is his duly authorized free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio on September \_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC

ASSIGNEE

WHOLESALE DÉCOR LLC

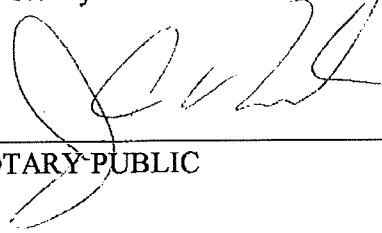
By:   
Philip M. Daetwyler, CEO

STATE OF OHIO )  
 ) ss:  
COUNTY OF SUMMIT )

BEFORE ME, a Notary Public, in and for said County and State, personally appeared Philip M. Daetwyler, who acknowledged that he is the Chief Executive Officer of WHOLESALE DÉCOR

LLC, that he did sign the foregoing instrument, and that the same is his duly authorized free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio on October 4, 2016.



NOTARY PUBLIC



Attorney John F. Rasnick  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Has No Expiration Date  
Sec 147.03 RC