

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM416264

<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>
Ashley Furniture Industries, Inc.		02/10/2017	Corporation: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sam's Appliances and Furniture LLC		
<b>Street Address:</b>	One Ashley Way		
<b>City:</b>	Arcadia		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54612		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87228461	DFW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3123683853		
<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>	312-855-4606		
<b>Email:</b>	Pfranklin@chuhak.com		
<b>Correspondent Name:</b>	Phyllis K. Franklin, Esq.		
<b>Address Line 1:</b>	30 South Wacker Dr., Suite 2600		
<b>Address Line 2:</b>	c/o Chuhak & Tecson, P.C.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Phyllis K. Franklin		
<b>SIGNATURE:</b>	/s/ Phyllis K. Franklin		
<b>DATE SIGNED:</b>	02/15/2017		
<b>Total Attachments: 5</b>			
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## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is effective this 10th day of February, 2017, (the "Effective Date") from Ashley Furniture Industries, Inc., a Wisconsin corporation ("Assignor"), to Sam's Appliances and Furniture LLC, a Texas limited liability company f/k/a Stonehollow Investments, LLC ("Assignee").

### PRELIMINARY STATEMENTS

A. Assignor and Assignee have entered into that certain Intellectual Property Transfer Assignment dated as of February 10, 2017 (the "Transfer Agreement"), pursuant to which Assignee will acquire certain assets of Assignor, on the terms and subject to the conditions set forth therein.

B. Capitalized terms used but not defined herein have the respective meanings given in the Transfer Agreement.

C. Assignor owns the marks (collectively, the "Trademarks"), which Assignor has applied to register and/or registered with the United States Patent and Trademark Office, as listed and indicated on the attached EXHIBIT A.

D. Assignor desires to assign to Assignee by way of this Assignment its entire right, title, and interest in and to the Trademarks, and Assignee is desirous of acquiring the entire right, title, and interest in and to the Trademarks, together with the goodwill associated therewith, and in each case as contemplated by, and in accordance with the terms of the Transfer Agreement.

### ASSIGNMENT

In consideration of the foregoing and of the mutual covenants and agreements set forth below and in the Transfer Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Assignor and Assignee agree as follows:

1. Assignor, as of the Effective Date, hereby sells, assigns, conveys, and transfers to Assignee all rights, title, and interest in and to the Trademarks, and any goodwill associated therewith, and the right to sue and recover for damages for past, present, and future violations of the foregoing. Assignee accepts as of the Effective Date, all of Assignor's rights, title and interest in and to the Trademarks, any goodwill associated therewith, and the right to sue and recover for damages for past, present, and future violations of the foregoing.

2. Assignor agrees, at the request of Assignee and at Assignee's expense, to execute and deliver any further documents and legal instruments necessary to transfer the Trademarks to Assignee pursuant to the terms of this Assignment or authorizations as may be necessary, and do all other things reasonably necessary to transfer the Trademarks and perfect in Assignee, its assigns, successors, and legal representatives, all right, title, and interest in and to the Trademark, including without limitation, executing and delivering any and all powers of attorney, applications, assignments, declarations, and affidavits.

3. Nothing herein contained will itself change, amend, extend, or alter (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Transfer Agreement in any manner whatsoever. This instrument does not create or establish rights, liabilities, or obligations not otherwise created or existing under or pursuant to the Transfer Agreement. Assignor acknowledges and agrees that the covenants and agreements contained in the Transfer Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Transfer Agreement and the terms of this instrument, the terms of the Transfer Agreement will govern.

4. This Assignment will be binding upon Assignor and its successors and assigns, and inure to the benefit of and is enforceable by Assignee and its successors and assigns. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon or give to, any person, firm or corporation other than Assignee and its successors and assigns any remedy or claim under or by reason of this Assignment or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises, and agreements in this Assignment shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

5. This Assignment may be executed in any number of counterparts (including electronic counterparts in .pdf or other electronically transmittable format), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

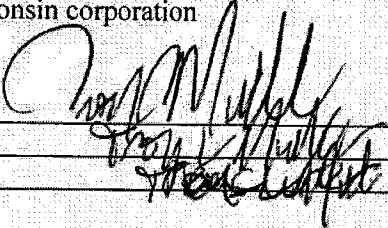
6. This Assignment shall be governed and construed in accordance with the laws of the State of Texas without giving effect to the conflict of law principles thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the Effective Date.

**Assignor:**

**Ashley Furniture Industries, Inc.,**  
a Wisconsin corporation

By:   
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Assignee:**

**Sam's Appliances and Furniture LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the Effective Date.


**Assignor:**

**Ashley Furniture Industries, Inc.,**  
a Wisconsin corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Assignee:**

**Sam's Appliances and Furniture LLC,**  
a Texas limited liability company

By:   
Name: SETH WEISBLATT  
Its: Manager

SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK

**EXHIBIT A Trademark**

Mark	Serial Number	Registration Number	Registration Date
DESIGNER FURNITURE WAREHOUSE	85/065,022	4,018,089	August 30, 2011



Mark	Class	Serial No.	Filing Date
	Class 20	87/228,461	11/7/2016
	Class 35	86/918,135	2/24/2016
DFW FURNITURE WAREHOUSE	Class 20	87/228,404	11/7/2016
DFW FURNITURE WAREHOUSE	Class 35	87/083,505	6/24/2016

EXHIBIT A TO TRADEMARK ASSIGNMENT