

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438206

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kitchen Resource Direct, LLC		08/07/2017	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Kitchen Resource Direct LLC		
Street Address:	8906 Brittany Way		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33619		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4854337	CABINETS.COM	
Registration Number:	4844477	KITCHEN RESOURCE DIRECT	
Registration Number:	4788545	TITUSVILLE	
Registration Number:	4371181	DEERFIELD	
Registration Number:	4239541	KITCHEN RESOURCE DIRECT	
CORRESPONDENCE DATA			
Fax Number:	3124996186		
<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>			
Email:	sharonmoy@paulhastings.com		
Correspondent Name:	Sharon Moy		
Address Line 1:	71 S. Wacker Drive, 45th Floor		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Chris Larsen		
SIGNATURE:	/Chris Larsen/		
DATE SIGNED:	08/07/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “*Assignment*”) is made and entered into as of August 7, 2017 by and between Kitchen Resource Direct LLC, a Delaware limited liability company having a principal place of business at 8906 Brittany Way, Tampa, Florida 33619 (“*Assignee*”) and Kitchen Resource Direct, LLC, a Florida limited liability company having a principal place of business at 8906 Brittany Way, Tampa, Florida 33619 (“*Assignor*”). Assignee and Assignor are individually referred to herein as a “*Party*” and collectively as the “*Parties*”. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “*Purchase Agreement*”), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, various assets, including, without limitation, the trademarks set forth on Schedule A hereto and described below; and

WHEREAS, Assignee desires to acquire Assignor’s entire right, title and interest in and to such trademarks;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the Parties agree as follows:

1. **ASSIGNMENT.** Assignor hereby assigns to Assignee all right, title and interest in and to the trademarks set forth on Schedule A (the “*Marks*”), together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registrations for the Marks, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Marks, all claims for damages by reason of past, present and future infringements of the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, at the expense of Assignee, all acts reasonably necessary to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks, and the Intellectual Property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith, and assisting and cooperating in the registration and enforcement of applicable intellectual property rights or other legal proceedings, as may be reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee.

3. **GENERAL.**

a) **Governing Law.** This Assignment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Assignment shall be governed by, the internal Laws of the State of Delaware, without giving effect to provisions thereof regarding conflict of Laws.

b) Assignment. This Assignment will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, but will not be assignable or delegable by any Party without the prior written consent of the other Party; provided, however, that nothing in this Assignment shall or is intended to limit the ability of Assignee to assign its rights or delegate its responsibilities, liabilities and obligations under this Assignment, in whole or in part, without the consent of Assignor to (i) any Affiliate of Assignee, (ii) any direct or indirect purchaser of all or substantially all of the assets of Assignee or (iii) any lender to Assignee and/or any of its Affiliates as security for borrowings.

c) Waiver, Amendment. This Assignment shall not be amended, modified or waived except by an agreement in writing duly executed by each of Assignee and Assignor. No failure of any Party to exercise any right or remedy given to such Party under this Assignment or otherwise available to such Party or to insist upon strict compliance by any other Party with its obligations hereunder, and no custom or practice of the Parties in variance with the terms hereof, shall constitute a waiver of any Party's right to demand exact compliance with the terms hereof. Any written waiver shall be limited to those items specifically waived therein and shall not be deemed to waive any future breaches or violations or other non-specified breaches or violations unless, and to the extent, expressly set forth therein.

d) Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any Party under this Assignment will not be materially and adversely affected thereby, (i) such provision will be fully severable, (ii) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (iii) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (iv) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

e) Construction. The Parties have participated jointly in the negotiation and drafting of this Assignment. In the event an ambiguity or question of intent or interpretation arises, this Assignment shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

f) Counterparts. This Assignment may be executed simultaneously in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment, and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including electronic mail of .pdf files), shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each Party forever waives any such defense.

g) Entire Agreement. All references in this Assignment shall include all Schedules hereto. This Assignment, the Purchase Agreement and the other agreements referenced herein and therein set forth the entire agreement of the Parties relating to the subject matter hereof and supersede all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the Parties, oral or written, respecting such subject matter.

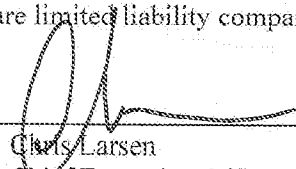
h) Miscellaneous. Sections 9.1 (Notices), 9.4 (Third Parties), 9.5 (Expenses), 9.9 (Headings), 9.10 (Consent to Jurisdiction; Service of Process; Waiver of Jury Trial) and 9.13 (Interpretive Matters) of the Purchase Agreement are incorporated herein by reference, *mutatis mutandis*.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

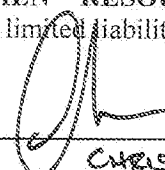
ASSIGNEE:

KITCHEN RESOURCE DIRECT LLC, a
Delaware limited liability company

By: 
Name: Chris Larsen
Title: Chief Executive Officer

ASSIGNOR:

KITCHEN RESOURCE DIRECT, LLC, a
Florida limited liability company

By: 
Name: CHRIS LARSEN
Title: CEO

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 006124 FRAME: 0163

SCHEDULE A

MARKS

Registration / Serial Number	Mark
4854337	CABINETS.COM
4844477	KITCHEN RESOURCE DIRECT
4788545	TITUSVILLE
4371181	DEERFIELD
4239541	KITCHEN RESOURCE DIRECT