

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453518

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Rox Group, LLC		11/20/2017	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	RTA Cabinet Store, LLC		
Street Address:	6 Union Hill Road		
City:	Conshohocken		
State/Country:	PENNSYLVANIA		
Postal Code:	19428		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86969567	RTA KITCHEN DESIGN STUDIO	
Serial Number:	86969583	TAG TO ORDER	
Serial Number:	86969531	BOL CREATOR	
Serial Number:	86969393	RTA CABINET STORE	
Serial Number:	86969529	RTI	
Serial Number:	86969500	ECO-CABINETS	
Serial Number:	86969351	STREAMLINE CRM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6156516767		
Email:	adelee.seidel@butlersnow.com		
Correspondent Name:	Adelee Seidel		
Address Line 1:	6075 Poplar Ave., Ste. 500		
Address Line 4:	Memphis, TENNESSEE 38119		
NAME OF SUBMITTER:	Adelee Seidel		
SIGNATURE:	/Adelee Seidel/		
DATE SIGNED:	12/06/2017		

CH \$190.00 86969567

Total Attachments: 7

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Trademark Assignment

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made effective as of November 20, 2017 (the "Effective Date"), by and between The Rox Group, LLC, a Pennsylvania limited liability company ("Assignor"), and RTA Cabinet Store, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined herein).

RECITALS:

WHEREAS, Assignor is the owner of the trademarks and applications therefor identified on Schedule A hereto (collectively, the "Assigned Trademarks"); and

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of November 20, 2017 between Assignor and Assignee (the "Purchase Agreement"), Assignor is assigning to Assignee all of Assignor's right, title and interest in, to and under the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual agreements, provisions and covenants contained in this Assignment, the Parties, intending to be legally bound, hereby agree as follows:

1. **Conveyance.** Assignor hereby sells, assigns, transfers, and conveys to Assignee its entire right, title and interest in, to and under (a) the Assigned Trademarks, for the United States and for all foreign countries, including any and all goodwill symbolized thereby, and (b) the right to sue for and to recover damages and other remedies in respect of any past, present or future infringement or other unauthorized use of the Assigned Trademarks.

2. **Issuance and Recordation.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue trademarks on applications as described above, to issue any and all Assigned Trademarks to Assignee, its successors and assigns, in accordance with the terms of this Assignment. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Assignee as the assignee and owner of the Assigned Trademarks. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned Trademarks.

3. **No Modification.** Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignee or Assignor under the Purchase Agreement or any other agreement entered into by the Parties or any of their affiliates. Without limiting the foregoing, in the event and to the extent that there shall be a conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the Purchase Agreement shall control.

4. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that both Parties need not sign the same counterpart.

6. **Interpretation.** The Article and Section headings contained in this Assignment are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Assignment.

7. **Further Assurances.** Assignor and Assignee hereby covenant and agree, without the necessity of any further consideration, to execute, acknowledge, and deliver any and all such other documents and take any such other action as may be reasonably necessary or appropriate to implement this Assignment and carry out the intent and purposes of this Assignment.

8. **Governing Law.** This Assignment shall be governed by and construed and interpreted in accordance with the laws of Delaware, without giving effect to any choice or conflict of law provision or rule.

9. **Jurisdiction.** Any judicial proceeding brought by either of the Parties hereunder against the other with respect to this Assignment may be exclusively brought in the appropriate courts having competent subject matter jurisdiction sitting in Delaware, and, by its execution and delivery of this Assignment, Assignor (a) accepts, generally and unconditionally, the jurisdiction of such courts and irrevocably agrees to be bound by any judgment rendered thereby and (b) irrevocably waives any objection it may now or hereafter have as to the venue of any suit, action or proceeding brought in such a court or that such court is an inconvenient forum. Assignor consents that service of process upon it may be made by certified or registered mail, return receipt requested, at its address specified or determined above and service so made shall be deemed completed when received. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of Assignee to bring proceedings against Assignor in the courts of any other jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

The Rox Group, LLC

Gary Nealon

Name: Gary Nealon

Title: CEO

ASSIGNEE:

RTA Cabinet Store, LLC

Name: Marc Sieger

Title: Manager

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:


The Rox Group, LLC

Name: Gary Nealon

Title: CEO

ASSIGNEE:

RTA Cabinet Store, LLC



Name: Marc Sieger

Title: Manager

SCHEDULE A
Assigned Trademarks

Title	IP Type	Description	Filing Status	Filing Date	Serial #	Registration #	Registration Date
RTA Kitchen Design Studio	Trademark	Class 42: Application service provider (ASP) featuring software for use in creation of room floor plans and design schemes for homes; Application service provider (ASP) featuring software for use in kitchen designing and planning; Application service provider (ASP) featuring software for use in visualization, manipulation, and creation of virtual kitchen designs attaching photos to a transaction to show customers using a particular product; Computer software for capturing and attaching photos to a transaction for use in identifying the source of items being shipped and any items missing; Computer software for capturing and attaching information to a transaction that the information should be associated with; Computer software for capturing and attaching photos to a transaction for use as a reference in customer service interactions	filed / pending examination	04/08/16	86/969,567		
Tag To Order	Trademark	Class 42: Application service provider (ASP) featuring software for use in creating, reviewing, editing, and archiving electronic files and documentation for use in the shipping of goods; Application service provider (ASP) featuring software for use in generating necessary documentation involving freight and shipping of goods Class 9: Audio and video recordings featuring instruction on home remodeling, kitchen remodeling, and home decorating; Electronic publications, namely, articles and books featuring instruction on home remodeling, kitchen remodeling, and home decorating recorded on computer media	filed / pending examination	04/08/16	86/969,583		
BOI Creator	Trademark	Class 42: Application service provider (ASP) featuring software for use in creating, reviewing, editing, and archiving electronic files and documentation for use in the shipping of goods; Application service provider (ASP) featuring software for use in generating necessary documentation involving freight and shipping of goods Class 9: Audio and video recordings featuring instruction on home remodeling, kitchen remodeling, and home decorating; Electronic publications, namely, articles and books featuring instruction on home remodeling, kitchen remodeling, and home decorating recorded on computer media	filed / pending examination	04/08/16	86/969,531		
RTA Cabinet Store (Design Mark)	Trademark	Class 41: Educational services, namely, conducting classes and online workshops in the field of home remodeling, kitchen remodeling, and home decorating; Providing a website featuring non-downloadable videos in the field of home remodeling, kitchen remodeling, and home decorating; Providing a website featuring resources, namely, non-downloadable publications in the nature of articles and books in the field of home remodeling, kitchen remodeling, and home decorating	filed / pending examination	04/08/16	86/969,393		
RTI	Trademark	Class 20: Cabinet doors for furniture cabinets; Cabinet drawers for furniture cabinets; Cabinets; Kitchen cabinets; Kitchen-type cabinets for outdoor use	filed / pending examination	04/08/16	86/969,529		
Eco-Cabinets	Trademark	Class 20: Cabinet doors for furniture cabinets; Cabinet drawers for furniture cabinets; Cabinets; Kitchen cabinets; Kitchen-type cabinets for outdoor use	filed / pending examination	04/08/16	86/969,500		

Class 42: Application service provider (ASP)
featuring software for use in customer
relationship management; Application service
provider (ASP) featuring software for use in
managing and tracking inventory and
shipments

brand name for
software

Feb. 10, 2016

Nealon Solutions,
Inc.

filed / pending
examination

04/08/16

86/969,351