# CH \$140.00 33004

ETAS ID: TM527930

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lighthouse Import Company		06/14/2019	Corporation: TEXAS

### **RECEIVING PARTY DATA**

Name:	4M Capital, Ltd.	
Street Address:	1745 Hayden Drive	
Internal Address:	Suite 100	
City:	Carrollton	
State/Country:	TEXAS	
Postal Code:	75006	
Entity Type:	Limited Partnership: TEXAS	

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark	
Registration Number:	3300434	ARTERIORS	
Registration Number:	4136140	CONFIGURE YOUR LIFE	
Serial Number:	85082732	MOTTEGA	
Registration Number:	4129916	MOTTEGA	
Serial Number:	85541254	WHAT INSPIRES YOU?	

### CORRESPONDENCE DATA

**Fax Number:** 2146614899

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:** 713.229.1223

Email: daltmdept@bakerbotts.com

Correspondent Name: Michelle Eber, Baker Botts L.L.P.

Address Line 1: 910 Louisiana Street
Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	086845.0101
NAME OF SUBMITTER:	Michelle Eber
SIGNATURE:	/Michelle Eber/
DATE SIGNED:	06/14/2019

TRADEMARK REEL: 006670 FRAME: 0643

# **Total Attachments: 4**

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TRADEMARK
REEL: 006670 FRAME: 0644

### TRADEMARK ASSIGNMENT

This Trademark Assignment (the "<u>Assignment</u>") is effective as of the 14 day of June, 2019 ("<u>Effective Date</u>") by and between Lighthouse Import Company, a Texas corporation ("<u>Lighthouse</u>"), and 4M Capital, Ltd., a Texas limited partnership doing business as "Arteriors Home" (the "<u>Partnership</u>");

WHEREAS, Lighthouse is the owner of all right, title and interest in and to the names, marks, trademarks, service marks and logos set forth on the attached "<u>Exhibit A</u>," and in and to the related registrations therefor as shown on the attached <u>Exhibit A</u>, together with the goodwill of the business symbolized thereby and associated therewith (hereinafter, collectively the "Marks");

WHEREAS, Lighthouse desires to assign to the Partnership, and the Partnership desires to acquire, all right, title and interest in and to the Marks, including, but not limited to, the related registrations therefor, together with the goodwill of the business symbolized by the Marks throughout the world;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which each party hereby acknowledges and confirms, intending to be legally bound hereby, the parties agree as follows:

- 1. Lighthouse hereby assigns, transfers, grants, sets over and conveys to the Partnership, its successors and assists, without reservation of any rights, title or interest, all of Lighthouse's worldwide and/or universal rights, title, and interest in and to the Marks, including, but not limited to, the related registrations therefor, the use of the Marks in commerce, together with the goodwill of the business symbolized by the Marks throughout the world, the same to be held and enjoyed by the Partnership, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, subsidiaries, affiliates or other legal representatives, as the same would have been held and enjoyed by Lighthouse if this Assignment had not been made, including, but not limited to, all common law rights of Lighthouse in the Marks. Lighthouse further assigns to the Partnership the right to sue and recover damages, profits, payments, costs and/or attorneys' fees for claims of infringement, unfair competition, likelihood of confusion and/or dilution of the Marks, if any, arising at any time before the Effective Date of this Assignment.
- 2. Lighthouse shall provide, upon reasonable request and without further compensation, any further assistance necessary to effect the assignment of all rights, title and interest in and to the Marks to the Partnership, including, but not limited to, the execution of any further documents and instruments, and take such other actions as may be necessary or reasonably requested by the Partnership to document the aforesaid assignment and transfer to the Partnership or to enable the Partnership to secure, register, maintain, enforce and otherwise fully protect its rights in and to the Marks, all without further consideration.
- 3. Lighthouse authorizes the United States Commissioner of Patents and Trademarks and any other similar government authority to record the Partnership as the assignee and owner of the Marks, and to issue any and all registrations thereon to the Partnership, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of the Partnership and its successors, assigns or other legal representatives.

TRADEMARK REEL: 006670 FRAME: 0645 IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives, where applicable, as of the Effective Date.

Lighthouse Import Company

By:

Title:

Date:

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**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be executed by their duly authorized representatives, where applicable, as of the Effective Date.

4M Capital, Ltd.

By:

President

Title:

Date: <u>6/14/19</u>

# EXHIBIT A

Trademark	Country	Registration and Application Numbers	Application Date	Registration Date	Status
ARTERIORS	United States	Registration Number: 3300434 Serial Number: 76649144	October 25, 2005	October 2, 2007	Registered
CONFIGURE YOUR LIFE	United States	Registration Number: 4136140 Serial Number: 85082734	July 12, 2010	May 1, 2012	Abandoned
MOTTEGA	United States	Serial Number: 85082732	July 12, 2010		Abandoned
MOTTEGA	United States	Registration Number: 4129916 Serial Number: 85976413	July 12, 2010	April 17, 2012	Abandoned
WHAT INSPIRES YOU?	United States	Serial Number: 85541254	February 13, 2012		Abandoned
ARTERIORS	Canada	Registration Number: TMA1008444 Application Number: 1761996	January 5, 2016	November 7, 2018	Registered
ARTERIORS	European Union	Registration Number: 006143424 Application Number: 006143424	July 27, 2007	June 20, 2008	Registered
MOTTEGA	European Union	Registration Number: 009373432 Application Number: 009373432	September 14, 2010	February 4, 2011	Registered

TRADEMARK REEL: 006670 FRAME: 0648

**RECORDED: 06/14/2019**