

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595726

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 Paper Store, LLC		09/01/2020	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	TPS Group Holdings LLC		
Street Address:	300 Boylston Street		
Internal Address:	Suite 3000		
City:	Chestnut Hill		
State/Country:	MASSACHUSETTS		
Postal Code:	02467		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4835968		
Registration Number:	5998565	ALIGHT	
Registration Number:	5049915	GIVING IS A BEAUTIFUL THING.	
Registration Number:	5109704	LET'S DO MORE GIVING. BECAUSE GIVING IS	
Registration Number:	5596331	LEGACY & MAIN	
Registration Number:	5530235	LEGACY & MAIN	
Registration Number:	5945939	LEGACY & MAIN	
Registration Number:	5596186	MIA + TESS	
Registration Number:	5596185	MIA + TESS	
Registration Number:	5617871	MIA + TESS	
Registration Number:	5617872	MIA + TESS	
Registration Number:	5510071	MIA + TESS	
Registration Number:	5510070	MIA + TESS	
Registration Number:	5734801	NORTHERN ORIGINAL	
Registration Number:	6086703	NORTHERN ORIGINAL	
Registration Number:	5482976	SUGAR & CO.	
Registration Number:	5071916	THE PAPER STORE	
Registration Number:	5415273	THE PAPER STORE	
TRADEMARK			

OP \$515.00 4835968

Property Type	Number	Word Mark
Serial Number:	88662681	BETTER THAN YOU SPORTS
Serial Number:	87703309	NORTHERN ORIGINAL

CORRESPONDENCE DATA

Fax Number: 2127514864
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: 2129061209
Email: JESSICA.BAJADA-SILVA@LW.COM
Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA
Address Line 1: 885 THIRD AVE
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	067438-0001
NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	09/03/2020

Total Attachments: 12

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**, dated as of September 1, 2020 (this "Intellectual Property Assignment"), is made by THE PAPER STORE, LLC, a Massachusetts limited liability company, (the "Assignor") in favor of TPS GROUP HOLDINGS LLC, a Delaware limited liability company (the "Assignee"). The Assignor and the Assignee are each a "Party" hereto and are collectively referred to herein as the "Parties". Capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Purchase Agreement (as defined below).

WHEREAS, the Assignor and the Assignee are parties to the Asset Purchase Agreement, dated as of August 4, 2020 (the "Purchase Agreement"), pursuant to which the Assignor has agreed to sell, transfer, assign, convey and deliver to the Assignee, and the Assignee has agreed to purchase, acquire and accept from the Assignor, all of the Assignor's right, title and interest in, to and under the Purchased Assets (including the Assigned IP (as defined below)), free and clear of any and all claims and Liens (other than Permitted Liens) on the terms and conditions set forth therein;

WHEREAS, the Purchase Agreement provides for the execution and delivery of this Intellectual Property Assignment by Assignor to Assignee; and

WHEREAS, this Intellectual Property Assignment is being provided to evidence the Assignor's assignment to the Assignee of the Assigned IP (as defined below) for recordation with the United States Patent and Trademark Office and to specify certain actions to be taken by Assignor with respect to the Domain Names (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms of the Purchase Agreement, the Parties hereto agree as follows.

1. Assignment to the Assignee. The Assignor hereby irrevocably transfers, assigns, conveys and delivers to the Assignee, free and clear of any and all claims and Liens (other than Permitted Liens), and the Assignee hereby accepts, all of Assignor's right, title and interest in, to and under the Intellectual Property, including the following (collectively, the "Assigned IP"):

(a) the trademark and service mark registrations and applications set forth on **Schedule 1** hereto and all renewals thereof (the "Trademarks"), together with the goodwill associated with, and symbolized by, the Trademarks;

(b) the Internet domain name registrations set forth on **Schedule 2** hereto and all renewals thereof (the "Domain Names");

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Intellectual Property Assignment upon request by the Assignee.

3. Domain Name Registrations. Within fifteen (15) days after the Closing Date, at Assignee's sole cost and expense, the Assignor shall execute and deliver to the Assignee all reasonably required documents, papers, forms and authorizations, and take such other actions as are commercially necessary in accordance with the procedures of the applicable Internet domain name registrars to (i) effectuate and evidence the transfer of ownership and control (including administrative and technical access) to the Assignee (or its designee) of the Domain Names, and/or (ii) to register and/or enable the Assignee to register the Domain Names in the name of the Assignee (or its designee) with the Internet domain name registrar of the Assignee's choosing as designated by the Assignee in writing.

4. Purchase Agreement. This Intellectual Property Assignment shall be subject to the terms and conditions set forth in the Purchase Agreement and the Sale Order. The Assignor and the Assignee hereby acknowledge and agree that the provisions of this Intellectual Property Assignment shall not modify or limit the full force and effect of the terms and provisions of the Purchase Agreement or the Sale Order. Nothing contained in this Intellectual Property Assignment shall be construed as a waiver of or limitation upon any of the rights or remedies of the Parties based upon, arising out of, or otherwise in respect of the Purchase Agreement. In the event of a conflict between the terms and provisions of this Intellectual Property Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement, as approved by the Sale Order, shall prevail, govern and control in all respects.

5. Headings. The section headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Intellectual Property Assignment.

6. Governing Law; Jurisdiction; Waiver of Jury Trial. Sections 9.9 and 9.11 of the Purchase Agreement are hereby incorporated by reference into this Intellectual Property Assignment and shall apply as if fully set forth herein *mutatis mutandis*.

7. Severability; Conflicts. If any provision of this Intellectual Property Assignment, or the application of any such provision to any Person or any circumstance, shall be determined to be invalid or unenforceable (a) the Parties shall negotiate in good faith to find a suitable and equitable provision that shall be substituted therefor in order to carry out, so far as may be valid

and enforceable, the intent and purpose of such invalid or unenforceable provision pursuant to the terms of the Purchase Agreement and (b) the remainder of this Intellectual Property Assignment, and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability in any one jurisdiction affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

8. Successors and Assigns. This Intellectual Property Assignment shall be binding upon and inure to the benefit of the Parties, their legal representatives, and their successors and permitted assigns.

9. Entire Agreement. This Intellectual Property Assignment, the Purchase Agreement and the Sale Order constitute the entire agreement between the Parties with respect to the subject matter hereof. No amendment or modification of this Intellectual Property Assignment shall be binding or valid unless set forth in writing and executed by the Parties.

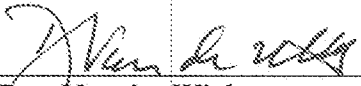
10. Counterparts. This Intellectual Property Assignment may be executed in multiple counterparts (whether by hand, electronically or otherwise), each of which constitutes an original, and all of which together constitute one instrument. This Intellectual Property Assignment or any counterpart may be executed and delivered by email with scan attachment copies, each of which shall be deemed an original.

[Remainder of Page Intentionally Left Blank: Signature Page Follows.]

IN WITNESS WHEREOF, Assignor has caused this Intellectual Property Assignment to be executed on the date first above written.

ASSIGNOR:

THE PAPER STORE, LLC

By: 
Name: Don Van der Wiel
Title: Chief Restructuring Officer

ACKNOWLEDGED AND ACCEPTED
on the date first above written.

ASSIGNEE:

TPS GROUP HOLDINGS LLC

By: _____
Name:
Title:

{Signature Page to Intellectual Property Assignment Agreement}

September 2020

TRADEMARK
REEL: 007044 FRAME: 0160

IN WITNESS WHEREOF, Assignor has caused this Intellectual Property Assignment to be executed on the date first above written.

ASSIGNOR:

THE PAPER STORE, LLC

By: _____

Name: Don Van der Wiel

Title: Chief Restructuring Officer

ACKNOWLEDGED AND ACCEPTED
on the date first above written.

ASSIGNEE:

TPS GROUP HOLDINGS LLC


By: _____

Name: *John Anderson*

Title: *Manager.*

SCHEDULE 1

ASSIGNED TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS

U.S. Trademark Registration No. 4,835,968	 Trademark –
U.S. Trademark Registration No. 5,998,565	Trademark – ALIGHT
U.S. Trademark Registration No. 88,662,681	Trademark – BETTER THAN YOU SPORTS
U.S. Trademark Registration No.: 5,049,915	Trademark - GIVING IS A BEAUTIFUL THING
U.S. Trademark Registration No.: 5,109,704	Trademark - LET'S DO MORE GIVING. BECAUSE GIVING IS A BEAUTIFUL THING
U.S. Trademark Registration No.: 5,596,331	Trademark - LEGACY & MAIN (Class 24: Blankets)
U.S. Trademark Registration No.: 5,530,235	Trademark - LEGACY & MAIN
U.S. Trademark Registration No.: 5,945,939	Trademark - LEGACY & MAIN
U.S. Trademark Registration No.: 5,596,186	Trademark - MIA+ TESS & Design (Class 14: Jewelry, namely, rings)
U.S. Trademark Registration No.: 5,596,185	Trademark - MIA+ TESS (Class 14: Jewelry, namely, rings)
U.S. Trademark Registration No.: 5,617,871	Trademark - MIA+ TESS (Class 25: Clothing, namely, shirts, pants, sweaters, jackets, coats jogging pants, lounging pants, vests, scarves, tee-shirts, dresses).

U.S. Trademark Registration No.: 5,617,872	MIA + TESS & Design (Class 25: Clothing, namely, shirts, pants, sweaters, jackets, coats, jogging pants, lounging pants, vests, scarves, tee-shirts, dresses)
U.S. Trademark Registration No.: 5,510,071	Trademark - MIA+ TESS
U.S. Trademark Registration No.: 5,510,070	Trademark - MIA+ TESS
U.S. Trademark Registration No.: 5,734,801	Trademark - NORTHERN ORIGINAL
U.S. Trademark Registration No.: 87,703,309	Trademark - NORTHERN ORIGINAL
U.S. Trademark Registration No.: 6,086,703	Trademark - NORTHERN ORIGINAL
U.S. Trademark Registration No.: 5,482,976	Trademark - SUGAR & CO.
U.S. Trademark Registration No. 5,071,916	Trademark - THE PAPER STORE (new logo)
U.S. Trademark Registration No. 5,415,273	Trademark - THE PAPER STORE

SCHEDULE 2
ASSIGNED DOMAIN NAMES

betterthanyousport.com

betterthanyousports.com

betterthanyousports.info

betterthanyousports.net

betterthanyousports.org

giftofgiving.gives

iamanorthernoriginal.com

legacyandmain.biz

legacyandmain.co

legacyandmain.com

legacyandmain.info

legacyandmain.mobi

legacyandmain.net

legacyandmain.org

legacyandmain.us

legacymain.biz

legacymain.co

legacymain.info

legacymain.mobi

legacymain.net

legacymain.org

miaandtess.biz

miaandtess.co

miaandtess.com
miaandtess.info
miaandtess.net
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miaandtess.us
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miatess.org
miatess.us
miatessdesign.com
miatessdesigns.co
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miatessdesigns.info
miatessdesigns.net
miatessdesigns.org
miatessdesigns.us
northerlyoriginals.net
northern-original.com
northernoriginal.biz
northernoriginal.co
northernoriginal.com
northernoriginal.guru

northernoriginal.info
northernoriginal.me
northernoriginal.mobi
northernoriginal.net
northernoriginal.news
northernoriginal.one
northernoriginal.online
northernoriginal.org
northernoriginal.photography
northernoriginal.us
northernoriginal.xyz
northernoriginals.biz
northernoriginals.co
northernoriginals.info
northernoriginals.live
northernoriginals.me
northernoriginals.mobi
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northernoriginals.news
northernoriginals.one
northernoriginals.online
northernoriginals.org
northernoriginals.photography
northernoriginals.us
northernoriginals.xyz

shopthepaperstore.com
thenorthernoriginal.com
thepaperstore.co
thepaperstore.gift
thepaperstore.gifts
thepaperstore.gives
thepaperstore.guru
thepaperstoreblog.biz
thepaperstoreblog.co
thepaperstoreblog.com
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thepaperstoreblog.mobi
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thepaperstoreblog.org
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thepaperstoresite.net
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