

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617087

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FURNITURE FACTORY OUTLET, LLC		12/27/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AMERICAN FREIGHT, LLC		
Street Address:	680 Sunbury Road		
City:	Delaware		
State/Country:	OHIO		
Postal Code:	43015		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88317049	NATURAL ELEMENTS	
Registration Number:	6011202	FFO HOME	
Registration Number:	6011201	FFO HOME	
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:	8702757838		
Email:	steve@schrantzlaw.com		
Correspondent Name:	Stephen D. Schrantz		
Address Line 1:	1000 E. Matthews, Suite C		
Address Line 4:	Jonesboro, ARKANSAS 72401		
NAME OF SUBMITTER:	Stephen D. Schrantz		
SIGNATURE:	/Stephen D. Schrantz/		
DATE SIGNED:	12/29/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”), dated as of December 27, 2020, is made and entered into by and among **FURNITURE FACTORY ULTIMATE HOLDING, L.P.**, a Delaware limited partnership (“FFU Holding”), each of the Seller Subsidiaries (together with FFU Holding, “Sellers”), and **American Freight, LLC**, a Delaware limited liability company (together with its permitted successors, designees and assigns, “American Freight”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement, dated as of November 4, 2020, as amended by the First Amendment to the Asset Purchase Agreement, dated as of December 17, 2020, as amended by the Second Amendment to the Asset Purchase Agreement, dated as of December 24, 2020 (collectively, the “Asset Purchase Agreement”), by and among American Freight FFO, LLC, a Delaware limited liability company (“Buyer”), and Sellers.

WHEREAS, pursuant to sections 105, 363 and 365 of the Bankruptcy Code and the Asset Purchase Agreement, Sellers have, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer and Buyer has agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Asset Purchase Agreement, all of the right, title and interest of Sellers in and to the Purchased Assets including, without limitation, Sellers’ rights and benefits with respect to all trademarks and trademark applications owned by Sellers, each of which are set forth on Exhibit A attached hereto (collectively, the “Marks”), free and clear of all Liens (other than Permitted Liens);

WHEREAS, pursuant to Section 9.6 of the Asset Purchase Agreement, Buyer is permitted to assign any of its rights under the Asset Purchase Agreement to one or more of its Affiliates as designated by Buyer in writing to Sellers;

WHEREAS, American Freight is an Affiliate of Buyer;

WHEREAS, Buyer has assigned to American Freight (i) its rights under the Asset Purchase Agreement to purchase, acquire and accept the Purchased Assets of Sellers and (ii) its obligations to assume the Assumed Liabilities, all on the terms and subject to the conditions of the Asset Purchase Agreement; and

WHEREAS, Sellers desire to deliver to American Freight such instruments of sale, transfer, assignment, conveyance and delivery as are required to vest in American Freight all of Sellers’ right, title and interest in and to the Purchased Assets, including the Marks.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Each Seller hereby sells, transfers, assigns, conveys and delivers to American Freight all of its right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, the right to sue for past infringement of such Marks and the registrations thereof free and clear of all Liens (other than Permitted Liens), and hereby instructs, authorizes and directs the United States Patent and Trademark Office, and the corresponding entity

or agency in any applicable foreign country, to record American Freight as assignee and owner of the Marks.

2. From time to time after the Closing Date, each party shall, upon the reasonable request of the other, execute and deliver or cause to be executed and delivered such further instruments of sale, conveyance, assignment, transfer and assumption, and take such further action, as may reasonably be requested in order to more effectively carry out the purposes and intent of the Asset Purchase Agreement and this Assignment.

3. This Assignment is being executed by Sellers and American Freight and shall be binding upon each of Sellers and American Freight, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to, and shall be effective as of the date hereof.

4. No provision of this Assignment, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted 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 contained in this Assignment shall be for the sole and exclusive benefit of each of Sellers and American Freight, their respective successors and permitted assigns.

5. None of the provisions of this Assignment may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and American Freight, or in the case of a waiver, by the party(ies) against whom the waiver is to be effective.

6. This Assignment is subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the representations, warranties, covenants or other agreements contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided by, and subject to the limitations set forth in, the Asset Purchase Agreement. To the extent any provision of this Assignment is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

7. This Assignment shall in all aspects be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware, and the obligations, rights and remedies of the parties shall be determined in accordance with such Laws.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, each of which shall be deemed an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be duly executed by their respective authorized officers as of the date first above written.

SELLERS:

FURNITURE FACTORY ULTIMATE HOLDING, L.P.

By 
Name:
Title:

FURNITURE FACTORY INTERMEDIATE HOLDING, LLC

By 
Name:
Title:


FURNITURE FACTORY HOLDING, LLC

By 
Name:
Title:

BEDDING HOLDING, LLC

By 
Name:
Title:


BEDDING, LLC

By 
Name:
Title:

BEDDING INTERMEDIATE HOLDING, LLC

By 
Name:
Title:

FURNITURE FACTORY OUTLET, LLC

By 
Name:
Title:

FURNITURE FACTORY OUTLET TRANSPORTATION, INC.,

By 
Name:
Title:

BUYER:

AMERICAN FREIGHT, LLC

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be duly executed by their respective authorized officers as of the date first above written.

SELLERS:

FURNITURE FACTORY ULTIMATE HOLDING, L.P.

By _____
Name:
Title:

FURNITURE FACTORY INTERMEDIATE HOLDING, LLC

By _____
Name:
Title:

FURNITURE FACTORY HOLDING, LLC

By _____
Name:
Title:

BEDDING HOLDING, LLC

By _____
Name:
Title:

BEDDING, LLC

By _____
Name:
Title:

BEDDING INTERMEDIATE HOLDING, LLC

By _____
Name:
Title:

FURNITURE FACTORY OUTLET, LLC

By _____
Name:
Title:

FURNITURE FACTORY OUTLET TRANSPORTATION, INC.,

By _____
Name:
Title:

BUYER:

AMERICAN FREIGHT, LLC

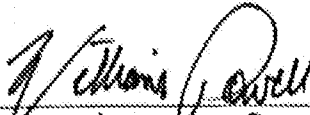
By 
Name: William Powell
Title: EVP

EXHIBIT A

Marks

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	88317049		NATURAL ELEMENTS	TSDR	LIVE
2	88315289	6011202	FFO HOME	TSDR	LIVE
3	88315276	6011201	FFO HOME	TSDR	LIVE