

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626511

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900581727		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAKEREADY, LLC		09/01/2020	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	RB-MKR IP Holdings, LLC		
Street Address:	4100 Regent Street		
Internal Address:	Suite 400		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43219		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5521091	KEEP SHOP	
Registration Number:	5634540	COUVANT	
Registration Number:	5816823	TRADE ROOM	
CORRESPONDENCE DATA			
Fax Number:	3192867050		
<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:	319-286-7000		
Email:	Rncarter@nyemaster.com		
Correspondent Name:	Ryan N. Carter		
Address Line 1:	625 First Street SE		
Address Line 2:	Suite 400		
Address Line 4:	Cedar Rapids, IOWA 52401-2030		
NAME OF SUBMITTER:	Ryan N. Carter		
SIGNATURE:	/Ryan N. Carter/		
DATE SIGNED:	02/16/2021		
Total Attachments: 4			

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INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is effective as of September 1, 2020 (the "Effective Date"), by and between MAKEREADY, LLC, an Ohio limited liability company ("Assignor"), and RB-MKR IP HOLDINGS, LLC, an Ohio limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are affiliated entities.

WHEREAS, Assignor is the owner of certain intellectual property rights, including, without limitation, those certain trademark rights identified on Exhibit A attached hereto (the "Assigned Trademarks").

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume, among other things, all of Assignor's right, title, and interest in and to the Assigned IP (as defined below), subject to the terms and conditions set forth in this Agreement.

IN CONSIDERATION of the foregoing, and of the mutual covenants and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. **Assignment**. Assignor hereby transfers, assigns, and sets over to Assignee all of Assignor's right, title, and interest in and to any intellectual property, whether registered or unregistered, including without limitation: (a) the Assigned Trademarks, common law trademarks and service marks, trade names, insignia, emblems, slogans, designs, logos, commercial symbols, trade dress, and the goodwill comprising, arising from, related to, or otherwise associated with any of the foregoing or the respective businesses evidenced thereby, (b) domain names and URLs related to or otherwise associated with the Assigned Trademarks or the respective businesses evidenced thereby, including, without limitation, keep.shop and couvant.com (collectively, the "Domains"), (c) copyright rights in all copyrightable works, including photographs, promotional materials, menus, drawings, text, signs, logos, paintings, and droit moral (moral rights) related to or otherwise associated with any of the copyrightable works, and (d) confidential information, trade secrets, and know how related to or otherwise associated with any of the Assigned Trademarks or the respective businesses evidenced thereby (collectively, the "Assigned IP"). Assignor hereby transfers, assigns, and sets over to Assignee any applications and/or registrations of the Assigned IP, including the right (but not the obligation) to prosecute and maintain any of the Assigned IP and to collect for all past, present and future infringements, and the right to sue and recover damages for past, present and future infringement or other violation or impairment of any of the Assigned IP, including, without limitation, license royalties, and proceeds of infringement suits, and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur, the same to be held and enjoyed by the Assignee, for its own use and profit, and for its successors, legal representatives, and assigns, to the full end of the term or terms for which such Assigned IP may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this Agreement not been made. For the avoidance of doubt, the "Assigned IP" expressly excludes all right, title,

and interest in and to intellectual property arising from or otherwise related to the trademark "Makeready", U.S. Registration Number 5255902, which intellectual property is retained by Assignor.

2. **Assumption**. Assignee does hereby assume all of the obligations, liabilities, and expenses of the Assignors with respect to the Assigned IP first arising or accruing after the Effective Date, and agrees to perform and keep all covenants, agreements and obligations to be performed with respect to the Assigned IP arising from and after the Effective Date.

3. **Domain Registrar Transfer**. With respect to the Domains, the parties agree that Assignor shall retain the accounts with the applicable domain registrars for each of the Domains (the "Domain Accounts") following the assignment and assumption of the Domains pursuant to Section 1 hereof; provided, however, that Assignor shall promptly effectuate a transfer of the Domain Accounts to Assignee following Assignee's request therefor.

4. **Further Assurances**. Assignor covenants with Assignee that it will execute or procure any additional documents necessary to establish the rights of Assignee hereunder and shall take such action as Assignee shall reasonably request to enforce any rights with respect to any of the Assigned IP.

5. **Governing Law**. This Assignment will be governed by, and construed and interpreted in accordance with, the laws of the State of Ohio, without giving effect to its principles of conflicts of law.

6. **Binding Effect**. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns.

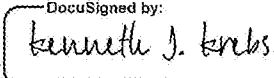
7. **Counterparts**. This Assignment may be executed in any number of counterparts, each of which shall be deemed and original and all of which counterparts together shall constitute one agreement with the same effect as if the parties hereto had signed a single original document.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ASSIGNOR:

MAKEREADY, LLC, an Ohio limited liability company

By: 
Name: Kenneth J. Krebs
Title: Secretary

ASSIGNEE:

RB-MKR IP HOLDINGS, LLC, an Ohio limited liability company

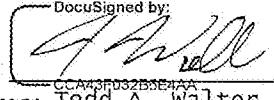
By: 
Name: Todd A. Walter
Title: Authorized Signer

EXHIBIT A
Assigned Trademarks

TRADEMARK	U.S. REGISTRATION/ APPLICATION NUMBER	REGISTRATION DATE
Keep Shop	5521091	July 17, 2018
Couvant	5634540	December 18, 2018
Trade Room	5816823	July 30, 2019