

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM788325

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	11/28/2022		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mantua Manufacturing Company		11/28/2022	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Rize Home, LLC		
Street Address:	31050 Diamond Pkwy		
City:	Solon		
State/Country:	OHIO		
Postal Code:	44139		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	97529089	RIZE HOME	
Registration Number:	4475101	RIZE	
Registration Number:	6382042	GLENWILLOW HOME	
Registration Number:	5905247	RIZE	
Registration Number:	6185830	RIZE	
Registration Number:	4484408	RIZE	
Registration Number:	5100085	MANTUA	
CORRESPONDENCE DATA			
Fax Number:	2167364239		
<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:	2167364239		
Email:	ipdocketcleveland@bdbl.com		
Correspondent Name:	Buckingham, Doolittle & Burroughs		
Address Line 1:	1375 E. 9th Street		
Address Line 2:	Suite 1700		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	52437-0078		

OP \$190.00 97529089

NAME OF SUBMITTER:	Dominic A. Frisina
SIGNATURE:	/Dominic A Frisina/
DATE SIGNED:	02/21/2023
Total Attachments: 4 source=Signed_Trademark Assignment#page1.tif source=Signed_Trademark Assignment#page2.tif source=Signed_Trademark Assignment#page3.tif source=Signed_Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the Agreement) is made *nunc pro tunc* effective November 28, 2022 by and between Mantua Manufacturing Company (also known as "Mantua Manufacturing Co.") (the Seller) a limited liability company organized and existing under the laws of the state of Ohio and having a principal place of business at 31050 Diamond Pkwy, Solon, Ohio 44139 and Rize Home, LLC (the Buyer), a limited liability company organized and existing under the laws of the state of Delaware and having a principal place of business at 31050 Diamond Pkwy, Solon, Ohio 44139.

WHEREAS, Buyer, wishes to acquire all rights, title, and interest in all trademark of the Seller, and the Seller wishes to convey the same;

NOW THEREFORE, the parties agree as follows:

1. **Property Identification.** The intellectual properties subject to this Agreement are enumerated in the attached Schedule A.

2. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

- (a) the trademark registration and/or trademark application set forth in Paragraph 1 hereof and all issuances, extensions, and renewals thereof (the "Assigned Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
- (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) 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
- (d) 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 not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. **Recordation and Further Actions.** Seller 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 Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including

the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any Buyer or successor thereto.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Warranties of Seller. Seller represents and warrants to Buyer that:

- (a) Seller has the right, power and authority to enter into this Agreement;
- (b) The trademark or trademark application is free of any liens, security interests, encumbrances or licenses;
- (c) Seller is not subject to any agreement, judgment, or order inconsistent with the terms of this Agreement.

7. Attorneys' Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

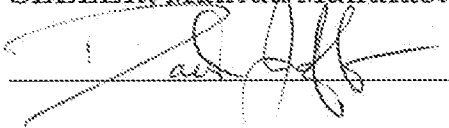
8. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

9. Severability. If any term, provision, covenant, warranty, or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

10. Choice of Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Ohio without regard to the principles of conflicts of laws.

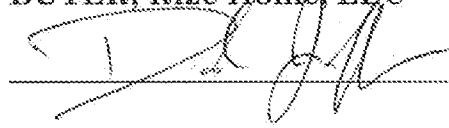
IN WITNESS WHEREOF

SELLER, Mantua Manufacturing Company

..... (Signature)

David Jaffe..... (Print)
CEO of Mantua Manufacturing Company

BUYER, Rize Home, LLC

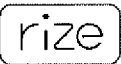

..... (Signature)

David Jaffe..... (Print)
CEO of Rize Home, LLC

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Schedule A
Trademark Properties

Table I. Registered Trademarks

Mark	Ser. No.	Reg. No.	Jurisdiction	Applicant or Registrant
RIZE HOME	97529089	N/A	US	Mantua Manufacturing Co.
RIZE	85967870	4475101	US	Mantua Manufacturing Company
GLENWILLOW HOME	88981435	6382042	US	Mantua Manufacturing Company
	88290977	5905247	US	Mantua Manufacturing Company
rize	88290971	6185830	US	Mantua Manufacturing Company
	85968216	4484408	US	Mantua Manufacturing Company
MANTUA	87019853	5100085	US	Mantua Manufacturing Co.

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