

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM817059

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/01/2023

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fredman Bros. Furniture Company, Inc.		06/12/2023	Corporation: ILLINOIS

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: 14

Property Type	Number	Word Mark
Registration Number:	2087251	GLIDEAWAY
Registration Number:	3403183	GLIDEAWAY
Registration Number:	4317626	IRON HORSE
Registration Number:	5232706	TRUGEL
Registration Number:	5344539	COMFORT BASE FREESTYLE
Registration Number:	5596905	IKKIERTOK
Registration Number:	5783263	AWAKENINGS TRANQUIL
Registration Number:	5783264	AWAKENINGS TRANSFORM
Registration Number:	5783265	AWAKENINGS TOTALITY
Registration Number:	5945381	MEMPHIS
Registration Number:	6065787	EDMUND
Serial Number:	97129853	LACKLAND
Serial Number:	97477612	TEMPTEC
Serial Number:	97492382	TRUE ELEVATION

CORRESPONDENCE DATA

Fax Number: 2167364239

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

REEL: 008099 FRAME: 0102

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2167364239
Email: ipdocketcleveland@bdblaw.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
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NAME OF SUBMITTER:	Cristina Torres-Gonzalez
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SIGNATURE:	/Cristina Torres-Gonzalez/
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DATE SIGNED:	06/13/2023
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Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the Agreement) is made and effective January 1, 2023, by and between Fredman Bros. Furniture Company, Inc. (the Assignor) a corporation organized and existing under the laws of the state of Illinois, and Rize Home, LLC (the Assignee), a limited liability company organized and existing under the laws of the state of Delaware.

WHEREAS, Assignee, wishes to acquire all rights, title, and interest in a certain trademark(s) of the Assignor, and the Assignor wishes to convey the same;

NOW THEREFORE, the parties agree as follows:

1. Property Identification. The trademark properties subject to this Agreement are enumerated in the attached Schedule A, hereinafter referred to as the Assigned Trademarks.

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

(a) the trademark registrations and trademark applications set forth in Schedule A hereof and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth in Paragraph 1 hereof, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) 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;

(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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation and Further Actions. 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 foreign jurisdictions, to record and register this Agreement upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Assignee, or any assignee or successor thereto.

4. Counterparts. This Agreement 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 Agreement 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 Agreement.

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

6. **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.

7. **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.

8. **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

ASSIGNOR, Fredman Bros. Furniture Company, Inc.:

Barry G. Fredman (Signature)
Barry G. Fredman (Print)
Corporate Secretary (Title)
June 12, 2023 (Date)

ASSIGNEE, Rize Home, LLC:

David Jaffe (Signature)
DAVID JAFFE (Print)
CEO (Title)
JUNE 12, 2023 (Date)

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Schedule A
Fredman-Owned Trademark Properties

UNITED STATES REGISTERED TRADEMARKS:

- | | |
|----------------------|---------------------------------------|
| 1. Owner: | Fredman Bros. Furniture Company, Inc. |
| Mark: | GLIDEAWAY |
| Registration Number: | 2,087,251 |
| Registration Date: | August 12, 1997 |
| 2. Owner: | Fredman Bros. Furniture Company, Inc. |
| Mark: | GLIDEAWAY |
| Registration No.: | 3,403,183 |
| Registration Date: | March 25, 2008 |
| 3. Owner: | Fredman Bros. Furniture Company, Inc. |
| Mark: | IRON HORSE |
| Registration No.: | 4,317,626 |
| Registration Date: | April 9, 2013 |
| 4. Owner: | Fredman Bros. Furniture Company, Inc. |
| Mark: | TRUGEL |
| Registration No.: | 5,232,706 |
| Registration Date: | June 27, 2017 |
| 5. Owner: | Fredman Bros. Furniture Company, Inc. |
| Mark: | COMFORT BASE FREESTYLE |
| Registration No.: | 5,344,539 |
| Registration Date: | November 28, 2017 |
| 6. Owner: | Fredman Bros. Furniture Company, Inc. |
| Mark: | IKKJERTOK |
| Registration No.: | 5,596,905 |
| Registration Date: | October 30, 2018 |
| 7. Owner: | Fredman Bros. Furniture Company, Inc. |
| Mark: | AWAKENINGS TRANQUIL |
| Registration No.: | 5,783,263 |
| Registration Date: | June 18, 2019 |
| 8. Owner: | Fredman Bros. Furniture Company, Inc. |
| Mark: | AWAKENINGS TRANSFORM |
| Registration No.: | 5,783,264 |
| Registration Date: | June 18, 2019 |
| 9. Owner: | Fredman Bros. Furniture Company, Inc. |
| Mark: | AWAKENINGS TOTALITY |
| Registration No.: | 5,783,265 |
| Registration Date: | June 18, 2019 |
| 10. Owner: | Fredman Bros. Furniture Company, Inc. |
| Mark: | MEMPHIS |

Registration No.: 5,945,381
Registration Date: December 24, 2019

11. Owner: Fredman Bros. Furniture Company, Inc.
Mark: EDMUND
Registration No.: 6,065,787
Registration Date: May 26, 2020

UNITED STATES TRADEMARK APPLICATIONS:

12. Owner: Fredman Bros. Furniture Company, Inc.
Mark: LACKLAND
Application No.: 97/129,853
Application Date: November 17, 2021

13. Owner: Fredman Bros. Furniture Company, Inc.
Mark: TEMPTEC
Application No.: 97/477,612
Application Date: June 27, 2022

14. Owner: Fredman Bros. Furniture Company, Inc.
Mark: TRUE ELEVATION
Application No.: 97/492,382
Application Date: July 7, 2022

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