

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM830376

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900785916		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orian Rugs, Inc.		10/06/2022	Corporation: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	SP Orian LLC		
Street Address:	2415 Highway 81 North		
City:	Anderson		
State/Country:	TENNESSEE		
Postal Code:	29621		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5708706	O ORIAN RUGS	
Registration Number:	5965316	ORILON	
Registration Number:	6045197	ORIAN WOVEN TO PERFECTION	
Registration Number:	6022117	ORILONLUXE	
Registration Number:	5974993	PALMETTO LIVING	
CORRESPONDENCE DATA			
Fax Number:	2486451568		
<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:	2486451483		
Email:	ipdocket@h2law.com		
Correspondent Name:	Howard & Howard Attorneys PLLC		
Address Line 1:	450 West Fourth Street		
Address Line 4:	Royal Oak, MICHIGAN 48067		
ATTORNEY DOCKET NUMBER:	123465.00999		
NAME OF SUBMITTER:	Joanna M. Myers		
SIGNATURE:	/Joanna M. Myers/		
DATE SIGNED:	08/08/2023		

Total Attachments: 8

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**INTELLECTUAL PROPERTY ASSIGNMENT
AND
ASSUMPTION AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”) is entered into effective as of October 6, 2022 by and between Orian Rugs, Inc., a South Carolina corporation (“**Assignor**”), and SP Orian LLC, a Tennessee limited liability company (“**Assignee**”). Assignor and Assignee may be referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties.**” Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

WHEREAS, Assignor, Sophia Vanwynsberghe and Assignee have entered into than Asset Purchase Agreement dated effective as of September 12, 2022 (the “**Asset Purchase Agreement**”), which sets forth, among other things, the terms of the sale, conveyance, assignment, transfer and delivery from Assignor to Assignee of the Acquired Assets;

WHEREAS, the Acquired Assets include all of the Intellectual Property owned or purported to be owned by Assignor, including without limitation, the Intellectual Property listed on Exhibit A to this Assignment (the “**Purchased Intellectual Property**”); and

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement, Assignor has agreed to sell, assign, transfer and convey to Assignee all of Assignor’s right, title, and interest in and to all of the Purchased Intellectual Property.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements herein contained, and intending to be legally bound, the Parties hereby agree as follows:

ASSIGNMENT AND ASSUMPTION

1.1. Conveyance. In accordance with and subject to the terms of the Asset Purchase Agreement and for the consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which Assignor and Assignee hereby acknowledge, Assignor does hereby sell, transfer, assign, convey and deliver to Assignee, effective as of the Closing Date (as defined in the Asset Purchase Agreement), all of Assignor’s right, title and interest in, to and under the Purchased Intellectual Property, free and clear of any mortgage, pledge, lien charge, security interest, claim or other encumbrance, including for each item of Intellectual Property in the Purchased Intellectual Property, (a) all goodwill associated therewith, (b) all rights of any kind whatsoever of Assignor that had accrued under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, and (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 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, 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.

1.2. Assumption. In accordance with and subject to the provisions of the Asset Purchase Agreement and this Assignment, Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of the right, title and interest in, to and under the Purchased Intellectual Property as described above.

1.3. Recordation. Assignor agrees to reasonably cooperate with Assignee with respect to preparing instruments to record Assignee as the owner of the Purchased Registered IP (as defined in the Asset Purchase Agreement) in the United States Patent and Trademark Office, the United States Copyright Office, and any other applicable foreign governmental body or registrar, in each case in form and substance reasonably acceptable to the such governmental body or registrar and in accordance with the applicable laws of the jurisdiction to which such instrument pertains.

1.4. Further Assurances. At any time or from time to time after the Closing Date (as defined in the Asset Purchase Agreement), the Assignor shall, at the reasonable request of the Assignee, and without further expense to the Assignee: (a) promptly execute and deliver any further instruments or documents of conveyance and transfer (including powers of attorney) as the Assignee may reasonably request in order to evidence or perfect the consummation of the transactions contemplated by this Assignment and (b) promptly take all reasonable actions and commit efforts to consummate the sale, conveyance, assignment and transfer of the Purchased Intellectual Property to the Assignee (or in the name of the Assignee and into Assignee's account(s) with the relevant domain name registrar(s) in the case of domain names), including, without limitation, securing any necessary consents from third parties required for the transfer contemplated by this Assignment.

1.5. Amendment; Waiver. No amendment, modification, supplement, waiver, replacement, termination or cancellation of any provision of this Assignment will be valid, unless the same will be in writing and signed by Assignee and Assignor.

1.6. Counterparts; Electronic Signatures. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each Party and delivered to the other Party. Facsimile or electronic main transmission of counterpart signatures to this Assignment shall be acceptable and binding.

1.7. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware without regard to the law of the conflicts of law of such State. The Parties consent to the exclusive jurisdiction of the United States District Courts of the state of Delaware in connection with any Action concerning any controversy, dispute or claim arising out of or relating to this Agreement, or any other agreement contemplated by, or otherwise with respect to, this Agreement or the breach hereof, unless such court would not have subject matter jurisdiction thereof, in which event the Parties consent to the exclusive jurisdiction of the state courts of Delaware.

1.8. Binding Nature; Assignment. This Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interest or obligations hereunder shall be assigned by any of the Parties without the prior written consent of the other Party.

1.9. No Third Party Beneficiaries. This Assignment is solely for the benefit of the Parties hereto and their respective Affiliates, and no provision of this Assignment shall be deemed to confer upon third parties any remedy, claim, liability, reimbursement, cause of action or other right.

1.10. Severability. Whenever possible, each provision or portion of any provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Assignment shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

Signature Page(s) to follow

IN WITNESS WHEREOF, Assignor and Assignee have executed this Intellectual Property Assignment and Assumption Agreement to be effective as of the Closing Date (as defined in the Asset Purchase Agreement).

ASSIGNOR:

Orian Rugs, Inc., a South Carolina corporation

By: Sophia Vanwynsberghe

Print Name: Sophia Vanwynsberghe

Its: Director

ASSIGNEE:

SP Orian LLC, a Tennessee limited liability company

By: _____

Print Name: Robert J. Joubran

Its: President

IN WITNESS WHEREOF, Assignor and Assignee have executed this Intellectual Property Assignment and Assumption Agreement to be effective as of the Closing Date (as defined in the Asset Purchase Agreement).

ASSIGNOR:

Orian Rugs, Inc., a South Carolina corporation

By: _____

Print Name: Sophia Vanwynsberghe

Its: Director

ASSIGNEE:

SP Orian LLC, a Tennessee limited liability company

Robert Joubran

By: _____

Print Name: Robert J. Joubran

Its: President





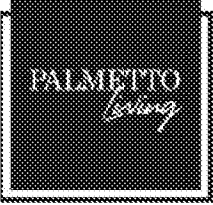
EXHIBIT A

Purchased Intellectual Property

Registered Patents:

None.

Registered Trademarks:

Filing Date	JX	Serial Number	Registration Number	Mark	Status	Owner
July 16, 2018	US	88039954	5708706		Live	Orian Rugs, Inc.
April 24, 2019	US	88399614	5965316		Live	Orian Rugs, Inc.
March 7, 2019	US	88329375	6045197		Live	Orian Rugs, Inc.
April 24, 2019	US	88399651	6022117		Live	Orian Rugs, Inc.
December 4, 2018	US	88215699	5974993		Live	Orian Rugs, Inc.

Registered Copyrights:

None.

Registered Domain Names:

Name	Created Date	Expiration Date	Registrant
orianrugs.com	May 27, 1997	May 26, 2023	Perfect Privacy, LLC
orianrugs.biz	February 27, 2018	February 27, 2023	[Privacy Protected]
palmettoliving.com	January 9, 2017	January 9, 2023	[Privacy Protected]
oriandirect.com	June 4, 2015	June 4, 2023	Perfect Privacy, LLC
orianrugs.online	June 23, 2019	June 23, 2023	[Privacy Protected]
therugoutlet.com	February 9, 2018	February 9, 2024	Perfect Privacy, LLC

Material Unregistered Intellectual Property:

(a) **Material Unregistered Common Law Trademarks**

Mark	Status	Owner
American Heritage	In use	Orian Rugs, Inc.
Aria / Adagio	In use	Orian Rugs, Inc.
Cotton Tail	In use	Orian Rugs, Inc.
Courtyard	In use	Orian Rugs, Inc.
Gemstone	In use	Orian Rugs, Inc.
Meadow	In use	Orian Rugs, Inc.
Nirvana	In use	Orian Rugs, Inc.
Riverstone	In use	Orian Rugs, Inc.
Rockford	In use	Orian Rugs, Inc.
Essential Shag	In use	Orian Rugs, Inc.
Carolina Wind	In use	Orian Rugs, Inc.
Illusions	In use	Orian Rugs, Inc.
Mardi Gras	In use	Orian Rugs, Inc.
Over Dyed	In use	Orian Rugs, Inc.
Shagadelic	In use	Orian Rugs, Inc.
Super Shag	In use	Orian Rugs, Inc.
Crochet	In use	Orian Rugs, Inc.
Knit Weave	In use	Orian Rugs, Inc.

(b) **Trade Secret Weave-sets:**

Weave-set Identified	Description of Use
D2218_8_83_loom_5_only	American Heritage, ARIA, Rockford Loom 5
D2218_8_83	American Heritage, ARA, Rockford Loom 16
D2218_8_81_v4	American Heritage, ARA, Rockford Loom 24
D2218_8_05_L23	Cottontail Lowes Loom 23
D2218_8_06_MCotton_L31	Cottontail NEW Loom 31
D2228_8_80v2	Carolina Wild, Super Shag, Nirvana, Shagadelic Loom 18
D2228_8_84	Carolina Wild, Super Shag Loom 22
D2228_8_Gemstone_v4	American Heritage, Gemstone Contemp, Traditional Loom 6
D2228_8_SHG_84	Shagadelic Loom 22
D2228_8_SHG_83	Shagadelic Loom 16
D2228_BCL_L07_ZF_only	Boucle Loom 7
D2228_BCL_L13_ZF_only	Boucle Loom 13
D2228_BCL_L29_ZF_only	Boucle Loom 29
D2228_BCL_L31_ZF_only	Boucle Loom 31
D2106_6_83	American Heritage, Essential Shag, Carolina Wild, Super Shag Loom 30
3P_D2106_6_83_3P_10_12	American Heritage Loom 10 and Loom 12
3P_D2106_cottontail_no_float	Cottontail Loom 10 and Loom 12
3P_D2106_Reverse_Float_final_3	Knit Weave and Crochet Look 10 and Loom 12
S4028_50_50	Mardi Gras, Meadow Loom 20 and Loom 21
S4028_50_50_no_filters	Mardi Gras, Meadow Loom 20 and Loom 21