

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM853595

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Room, Inc.		08/31/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	OFS Brands Inc.		
Street Address:	1204 East 6th Street		
City:	Huntingburg		
State/Country:	INDIANA		
Postal Code:	47542		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88734730	R O O M	
CORRESPONDENCE DATA			
Fax Number:	3172369907		
<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:	3176358900		
Email:	PTODOCKET.US.DBG@DENTONS.COM		
Correspondent Name:	Brad R. Maurer		
Address Line 1:	10 WEST MARKET STREET		
Address Line 2:	SUITE 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	619255.100133		
NAME OF SUBMITTER:	Brad R. Maurer		
SIGNATURE:	/Brad R. Maurer/		
DATE SIGNED:	11/15/2023		
Total Attachments: 12			
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ASSET PURCHASE AGREEMENT

BY AND AMONG

OFS BRANDS INC.,

AS PURCHASER,

AND

ROOM INC.,

AS SELLER

DATED AS OF AUGUST 31, 2023

ASSET PURCHASE AGREEMENT

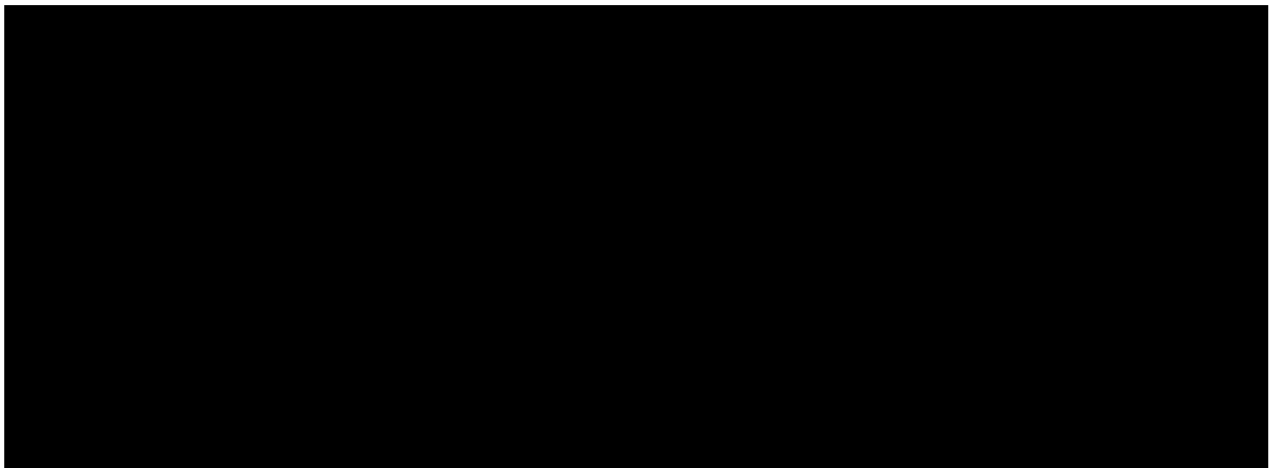
This ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of August 31, 2023 (the "Effective Date"), by and among (i) OFS Brands Inc., an Indiana corporation ("Purchaser"), and (ii) Room Inc., a Delaware corporation ("Seller") (each a "Party" and collectively, "Parties"). Capitalized terms not otherwise defined herein shall have the respective meaning assigned to such term as set forth in ARTICLE IX hereof.

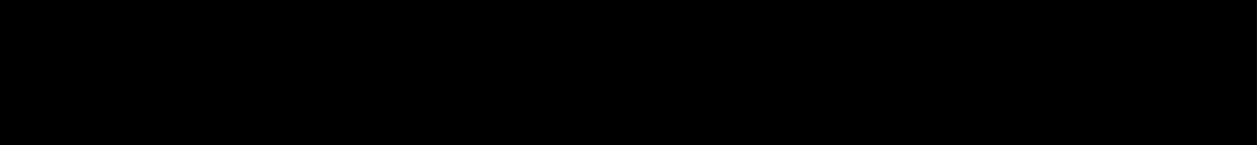


NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

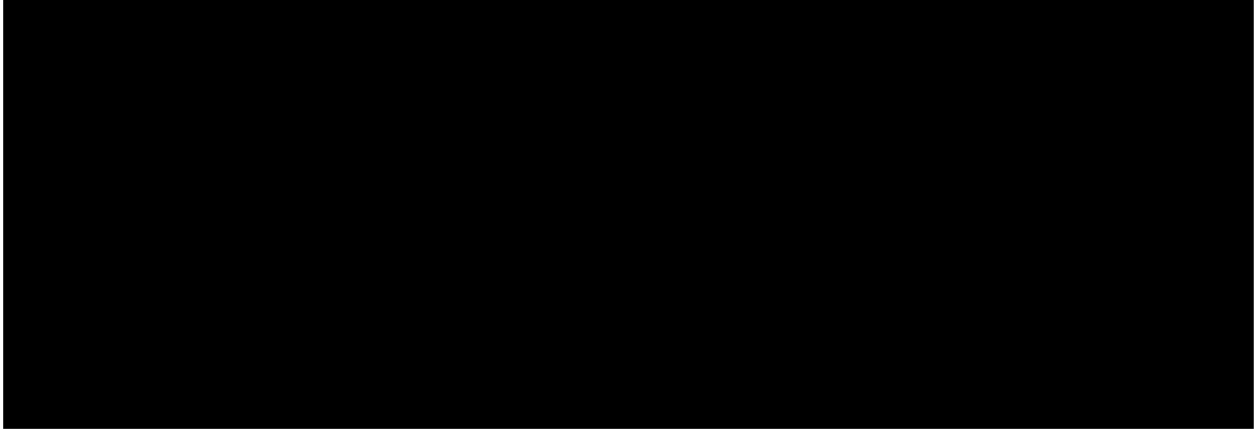
ARTICLE I PURCHASE AND SALE; CLOSING

Section 1.1 Purchase and Sale of the Purchased Assets. Subject to the terms and conditions set forth herein, on the Effective Date, Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser, and Purchaser hereby purchases from Seller free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller's right, title and interest in, to and under all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired (other than the Excluded Assets), related to the Business (collectively, the "Purchased Assets"), including the following:



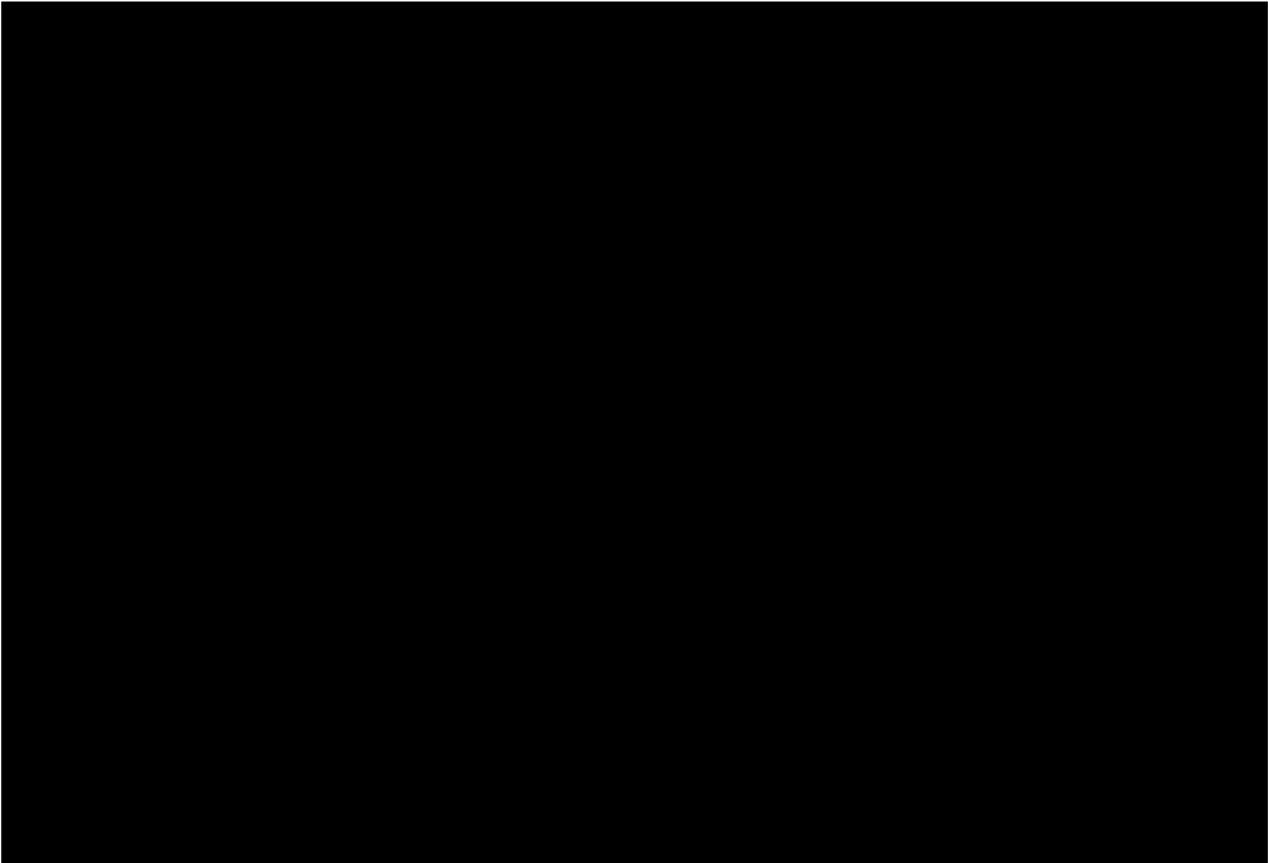


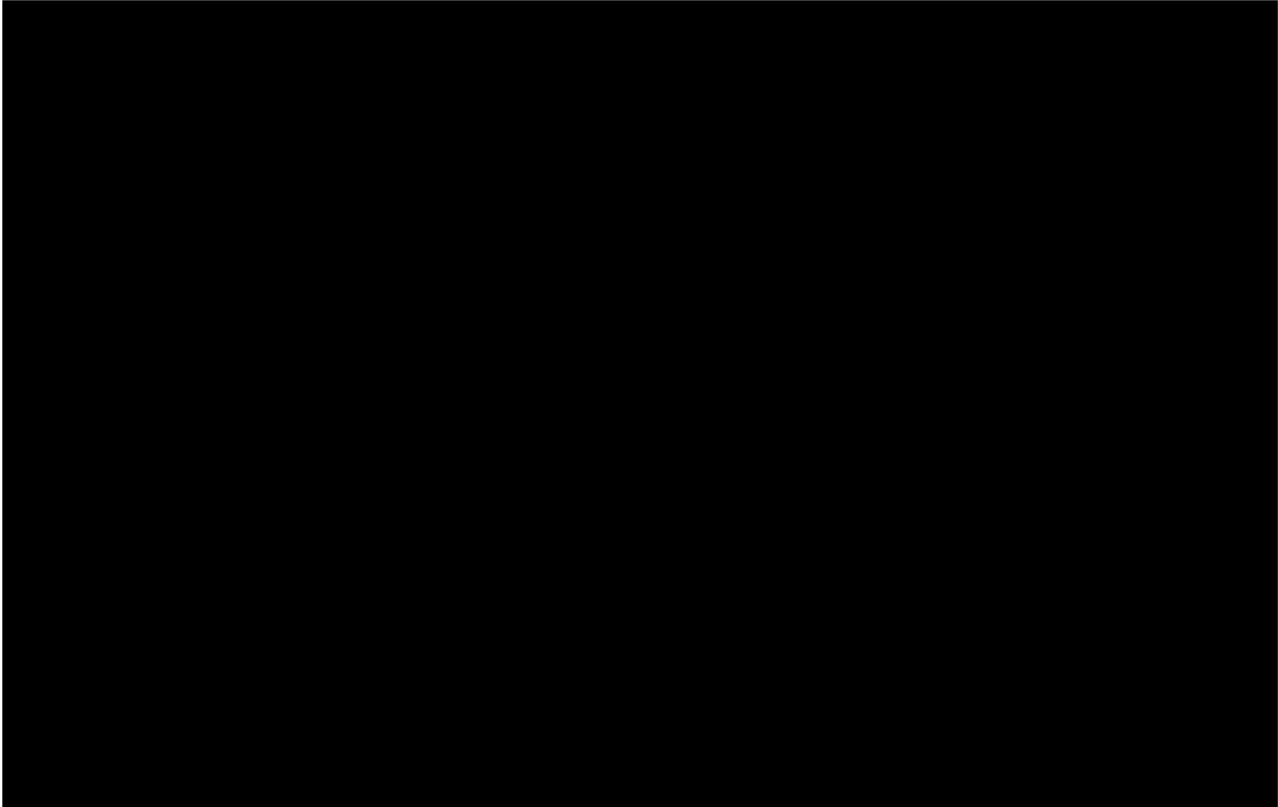
(f) all Intellectual Property Assets, including the Domain Lease Agreement;



(j) any and all rights associated with Seller's entity name and derivatives thereof (the "Seller Name");

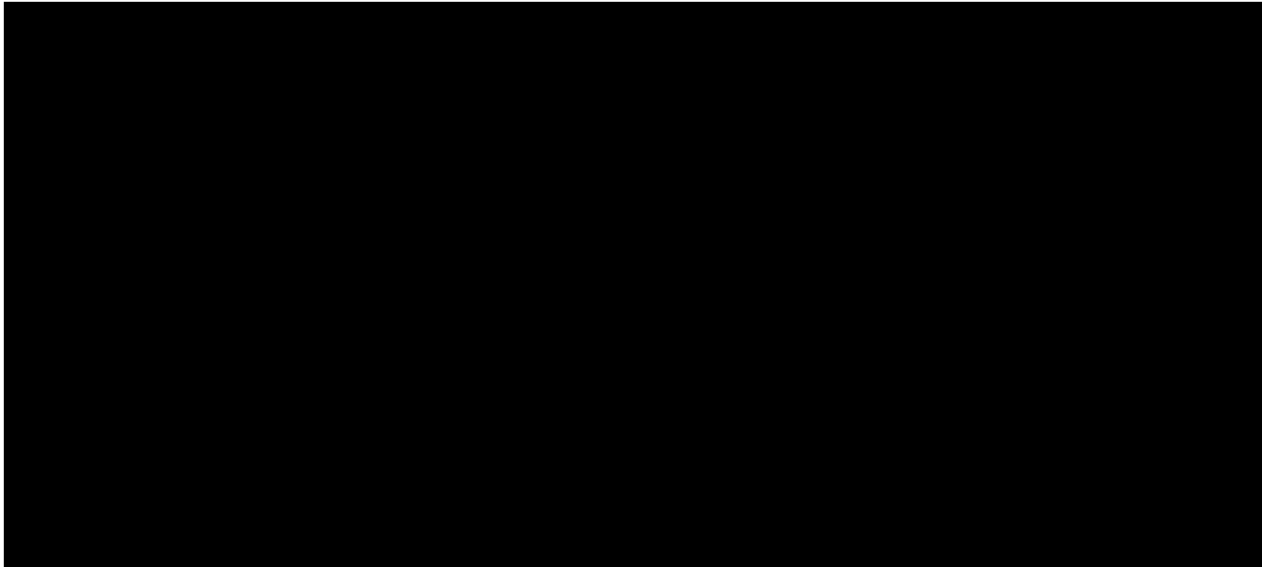
(k) all goodwill and other intangible assets related to the Business; and

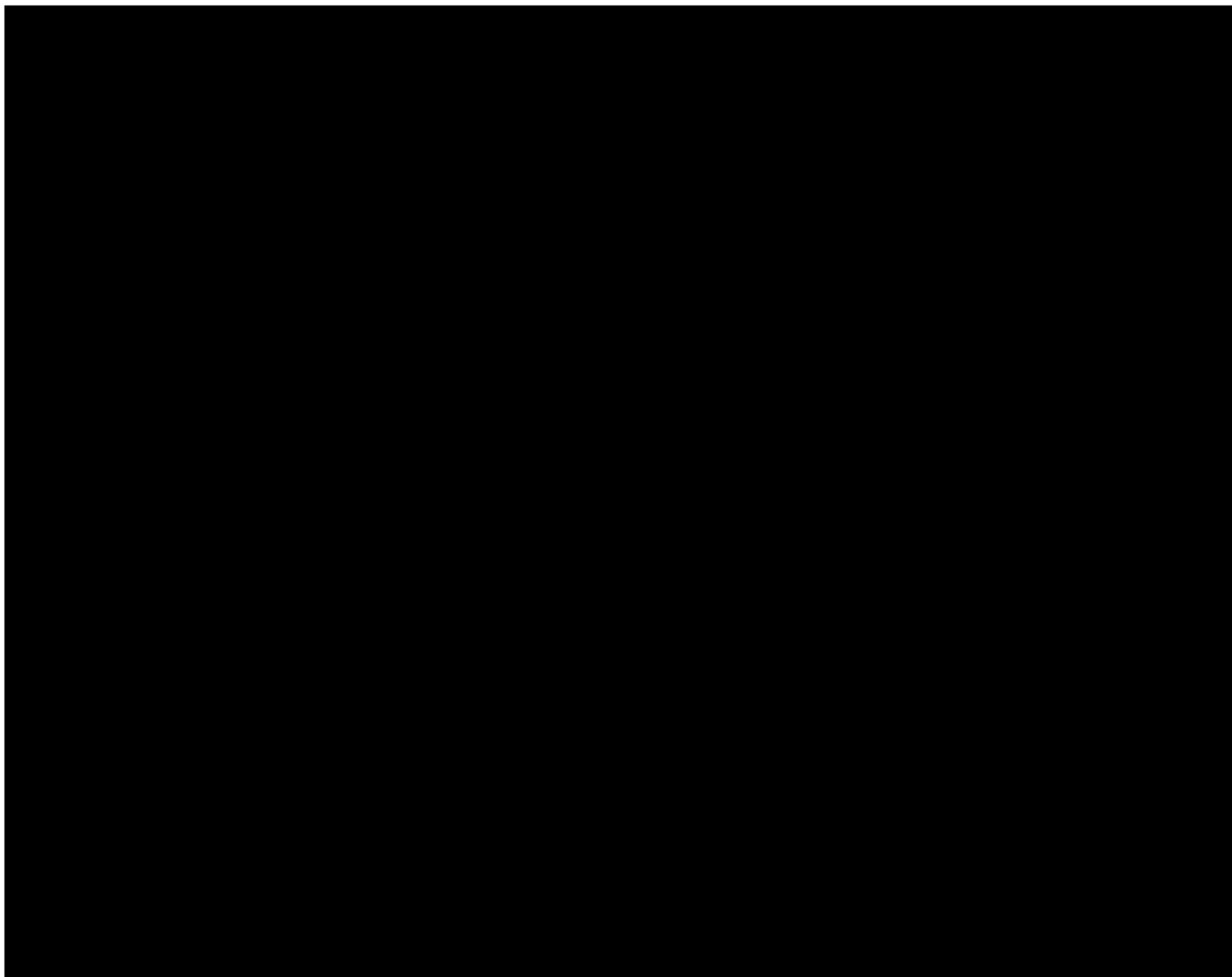
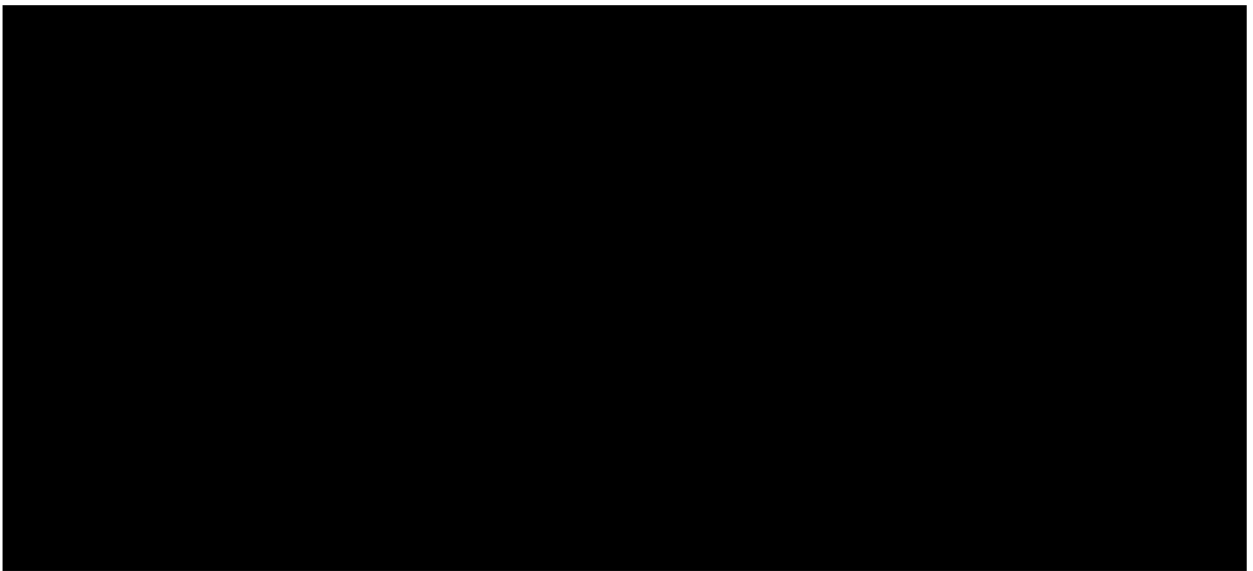


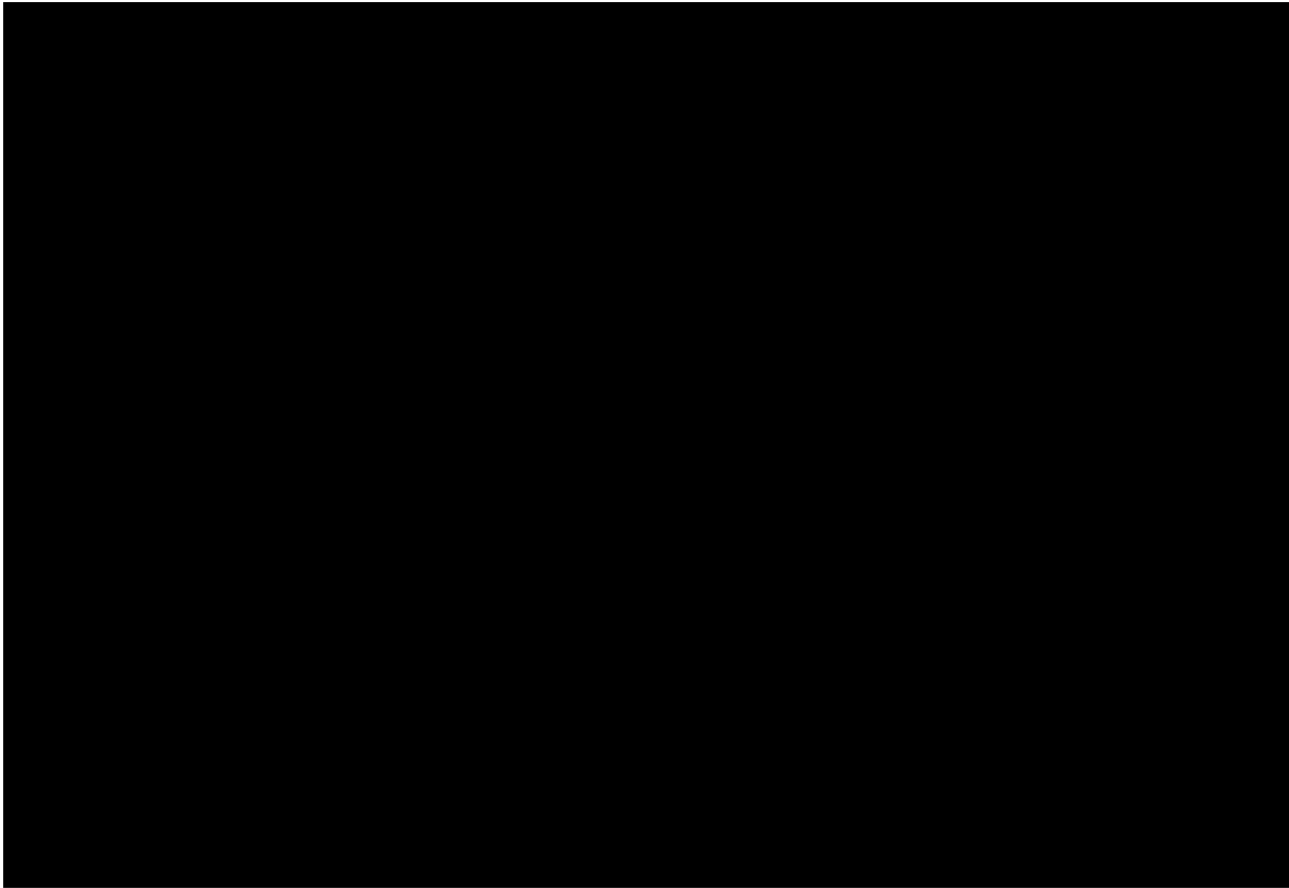


Section 2.14 Intellectual Property.

(a) Section 2.14(a) of the Disclosure Schedules sets forth a true and complete list, as of the date hereof, of each of the following items of Owned Intellectual Property of Seller, and sets forth the owner, of such Owned Intellectual Property: trade names, trademarks, service marks, trade dress, and logos, whether or not registered, and all registrations of and applications therefor; registered copyrights and applications therefor; patents and applications therefor; domain names and registrations thereof; and social media accounts.

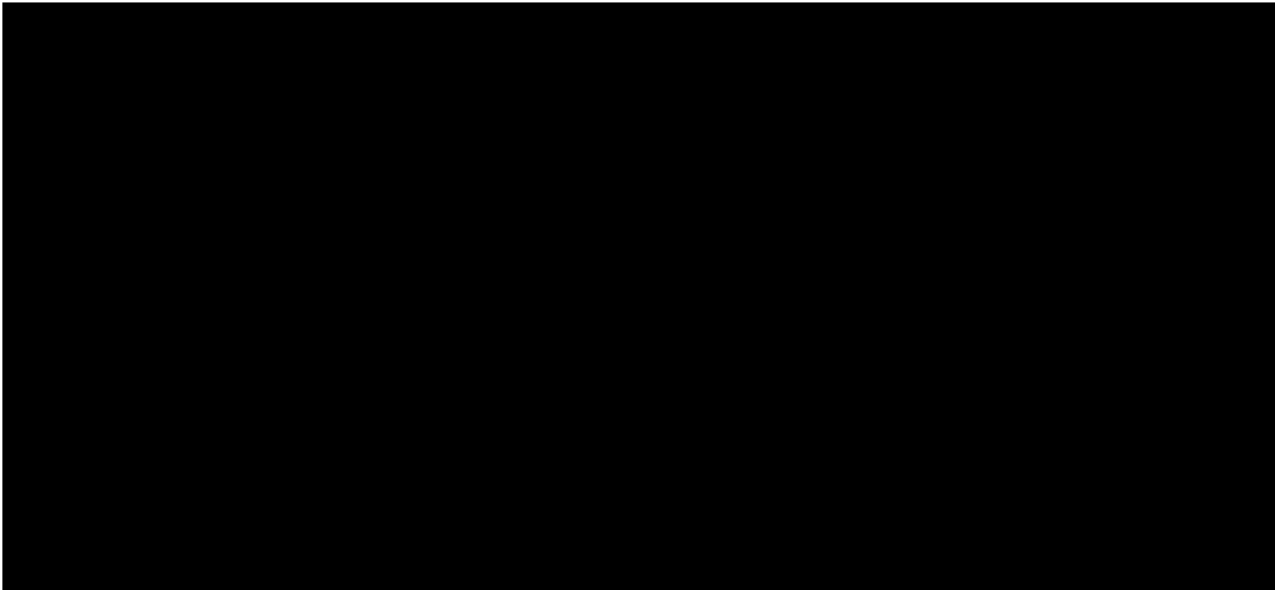


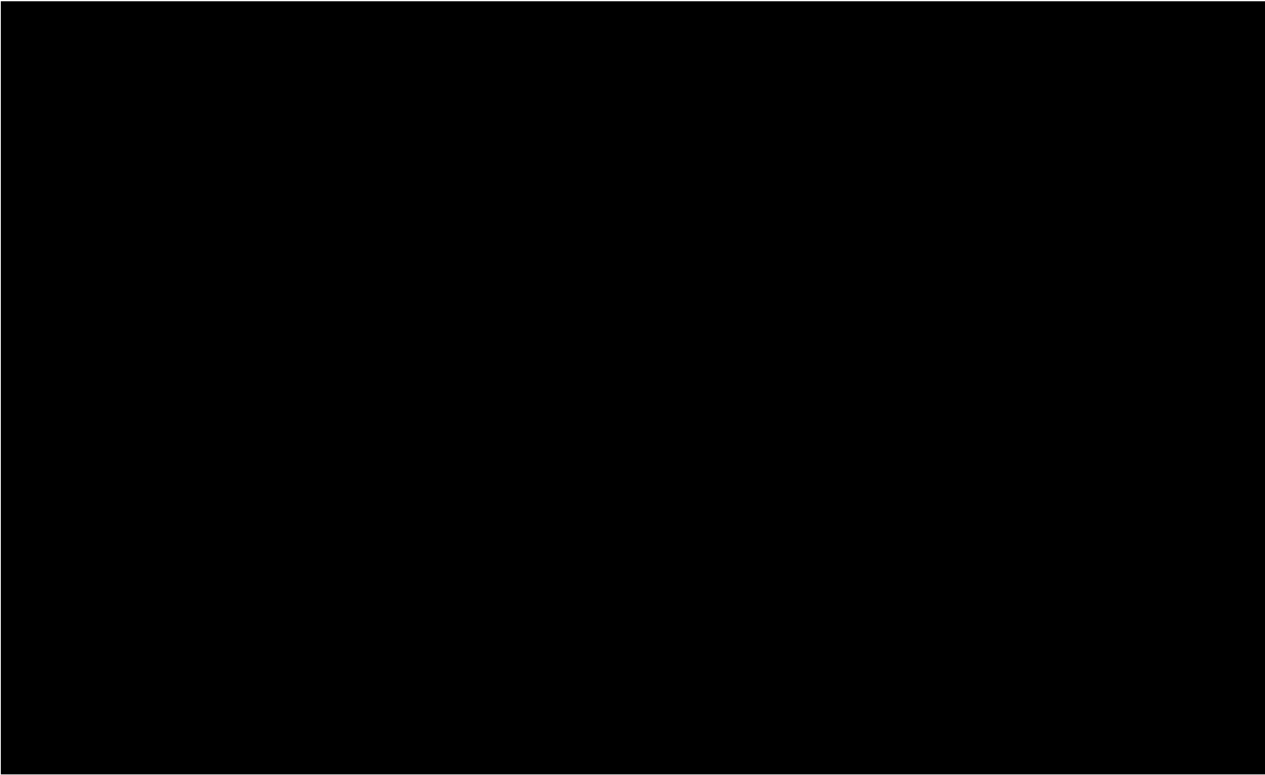




**ARTICLE IX
CERTAIN DEFINITIONS**

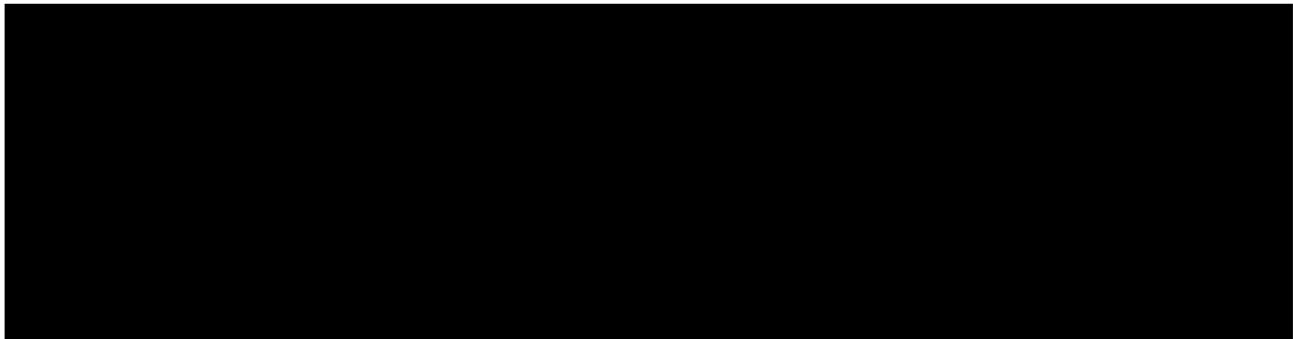
Section 9.1 Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:





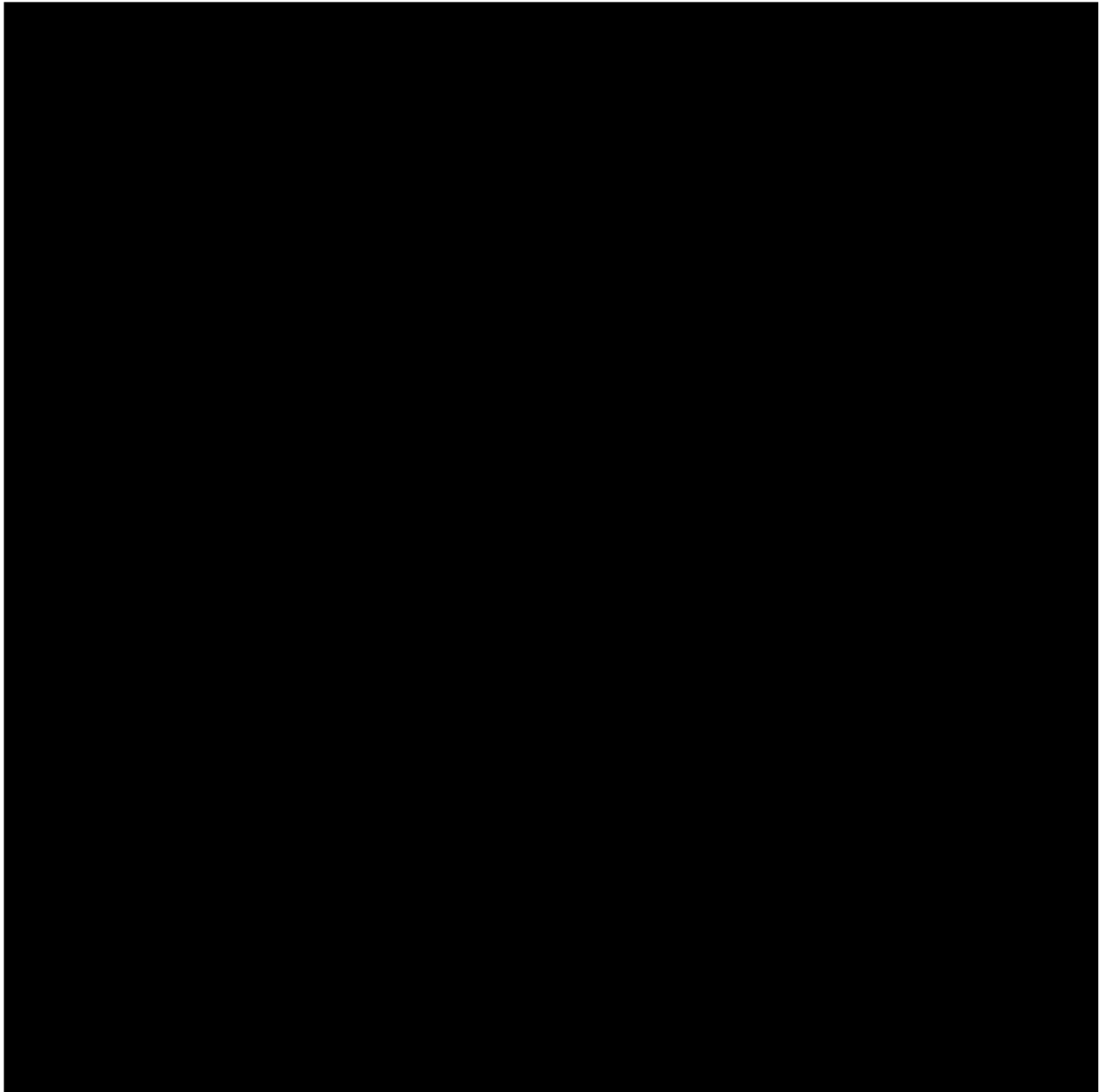
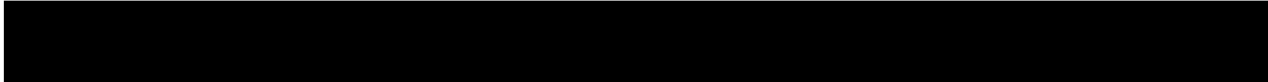
“Intellectual Property” means all domestic and foreign intellectual property and proprietary rights, including, without limitation all: (i) trade names, trademarks, service marks, trade dress, and logos, whether registered or not, and all registrations of and applications to register any of the foregoing, including the goodwill symbolized thereby or associated therewith; (ii) inventions, patents, patent applications, utility models, statutory invention registrations, mask works, invention disclosures, and industrial designs, and all reissues, divisional, renewal, extensions, provisionals, continuations, and continuations-in-part thereof; (iii) copyrights in original works of authorship and registrations and applications therefor, and all original works of authorship, whether or not copyrightable; (iv) internet domain names and registrations therefor; (v) rights in all Software; (vi) trade secrets in any form, including hardware, Software, and methods; and (vii) the right to recover for damages and profits for past and future infringement of any part of the foregoing.

“Intellectual Property Assets” means all Intellectual Property that is owned by Seller and used in connection with the Business.





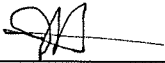
“Owned Intellectual Property” means all Intellectual Property that is owned by, or purported to be owned, in whole or in part, by Seller, and includes Owned Software.



IN WITNESS WHEREOF, the undersigned have each executed, or caused to be executed by their respective duly authorized representative, this Asset Purchase Agreement as of the date first written above.


PURCHASER:

OFS BRANDS INC.

By:  _____
James A. Huebner, Chief Financial Officer
and Senior Vice President

SELLER:

ROOM INC.

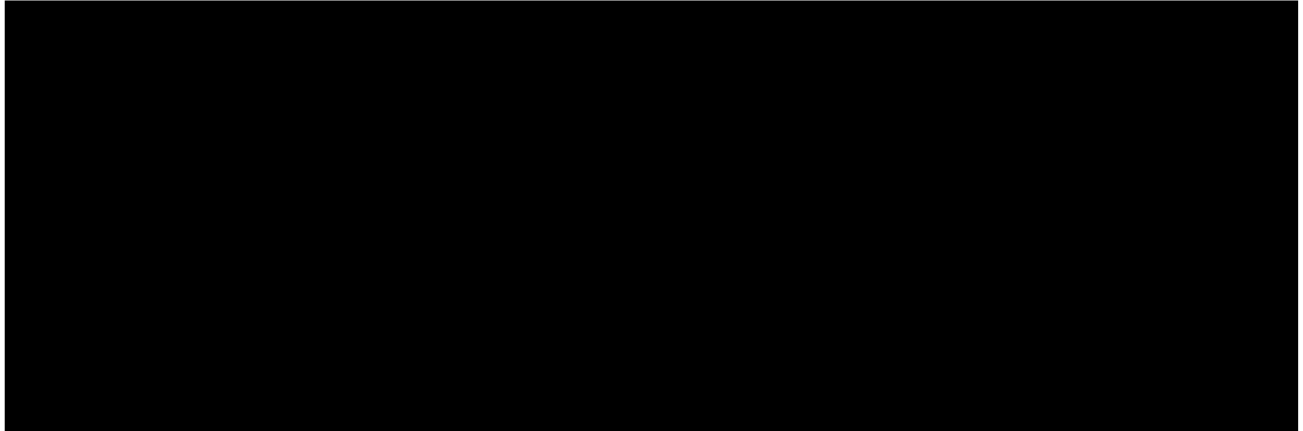
By:  _____
Brian Chen, President

ROOM INC.

DISCLOSURE SCHEDULE

August 30, 2023

This Disclosure Schedule is made and given pursuant to the Asset Purchase Agreement of even date herewith among Room Inc. (the "Company") and OFS Brands Inc. ("Purchaser") (the "Agreement"). All capitalized terms used but not defined herein shall have the meanings as defined in the Agreement, unless otherwise provided herein. The Disclosure Schedule shall be arranged in sections corresponding to the numbered and lettered sections and subsections contained in the Agreement, and the disclosures in any section or subsection of the Disclosure Schedule shall qualify other sections and subsections of the Agreement only to the extent it is readily apparent from a reading of the disclosure that such disclosure is applicable to such other sections and subsections.



Section 1.1(a)



Section 2.14(a)
Owned Intellectual Property



3. Trademark Registrations and Applications

R O

- a. M, U.S. Serial Number 88734730
R O
- b. M, Benelux Reg. Number 1408976
R O
- c. M, Germany Reg. Number 302019029506
R O
- d. M, U.K. Reg. Number 3454573



R O

5. Common law trademark rights in the name "Room, Inc.", "ROOM" and "O M".

