

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI144253

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FREDMAN BROS. FURNITURE COMPANY, INC.		01/01/2023	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	RIZE HOME, LLC		
<b>Street Address:</b>	31050 Diamond Parkway		
<b>City:</b>	Solon		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44139		
<b>Entity Type:</b>	Limited Liability Company: OHIO		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2087251	GLIDEAWAY	
<b>Registration Number:</b>	3982240	REVIVE YOUR SLEEP	
<b>Registration Number:</b>	3818175	SLEEPHARMONY	
<b>Registration Number:</b>	3818171	SLEEPHARMONY	
<b>Registration Number:</b>	3982261		
<b>Registration Number:</b>	3403183	GLIDEAWAY	
<b>Registration Number:</b>	4039883	HOTELIER	
<b>Registration Number:</b>	4184016	ECO REDUCE YOUR CARBON FOOTPRINT	
<b>Registration Number:</b>	4317626	IRON HORSE	
<b>Registration Number:</b>	4618020	COMFORT BASE	
<b>Registration Number:</b>	5135715	COMFORT BASE	
<b>Registration Number:</b>	5232706	TRUGEL	
<b>Registration Number:</b>	5344539	COMFORT BASE FREESTYLE	
<b>Registration Number:</b>	5596905	IKKIERTOK	
<b>Registration Number:</b>	5783263	AWAKENINGS TRANQUIL	
<b>Registration Number:</b>	5783264	AWAKENINGS TRANSFORM	
<b>Registration Number:</b>	5783265	AWAKENINGS TOTALITY	
<b>Registration Number:</b>	5898164	HEDLEY	
<b>Registration Number:</b>	5909269	CONWAY	

OP \$740.00.00 75095667

Property Type	Number	Word Mark
Registration Number:	5904331	G GLIDEAWAY MOTION
Registration Number:	5933379	HUNTLEY
Registration Number:	5945381	MEMPHIS
Registration Number:	5945385	EDISON
Registration Number:	6065787	EDMUND
Registration Number:	6309571	SOMERSTON
Serial Number:	90624435	GLIDEAWAY DREAM ESSENTIALS
Serial Number:	97129853	LACKLAND
Serial Number:	97477612	TEMPTEC
Serial Number:	97492382	TRUE ELEVATION

**CORRESPONDENCE DATA**

**Fax Number:** 2166215440

*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.*

**Phone:** 2166215300

**Email:** DFrisina@bdbl.com,kblanchard@bdbl.com

**Correspondent Name:** Dominic Frisina

**Address Line 1:** 1375 E. 9th Street, Suite 1700

**Address Line 4:** Cleveland, OHIO 44114

<b>ATTORNEY DOCKET NUMBER:</b>	52437.0108-Fred-Mant-Rize
<b>NAME OF SUBMITTER:</b>	KAREN BLANCHARD
<b>SIGNATURE:</b>	KAREN BLANCHARD
<b>DATE SIGNED:</b>	04/10/2024

**Total Attachments: 7**

- source=Rize Home Trademark Agreement-Fredman to Rize Home#page1.tif
- source=Rize Home Trademark Agreement-Fredman to Rize Home#page2.tif
- source=Rize Home Trademark Agreement-Fredman to Rize Home#page3.tif
- source=Rize Home Trademark Agreement-Fredman to Rize Home#page4.tif
- source=Rize Home Trademark Agreement-Fredman to Rize Home#page5.tif
- source=Rize Home Trademark Agreement-Fredman to Rize Home#page6.tif
- source=Rize Home Trademark Agreement-Fredman to Rize Home#page7.tif

## 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.:**

Zev Fredman (Signature)  
08228880118844A...  
Zev Fredman (Print)  
President (Title)  
January 1, 2023 (Date)

**ASSIGNEE, Rize Home, LLC:**

[Signature] (Signature)  
MARC SPECTOR (Print)  
PRESIDENT (Title)  
1-1-2023 (Date)

*(the balance of this page is intentionally left blank)*

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.:**

Zev Fredman (Signature)  
98228890119844A  
Zev Fredman (Print)  
President (Title)  
January 1, 2023 (Date)

**ASSIGNEE, Rize Home, LLC:**

\_\_\_\_\_ (Signature)  
\_\_\_\_\_ (Print)  
\_\_\_\_\_ (Title)  
\_\_\_\_\_ (Date)

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**Schedule A**  
**Fredman-Owned Trademark Properties**

**UNITED STATES REGISTERED TRADEMARKS:**

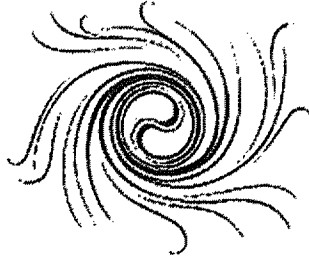
1. Owner: Fredman Bros. Furniture Company, Inc.  
Mark: GLIDEAWAY  
Registration Number: 2,087,251  
Registration Date: August 12, 1997

2. Owner: Fredman Bros. Furniture Company, Inc.  
Mark: REVIVE YOUR SLEEP  
Registration Number: 3,982,240  
Registration Date: June 21, 2011

3. Owner: Fredman Bros. Furniture Company, Inc.  
Mark: SLEEPHARMONY  
Registration Number: 3,818,175  
Registration Date: July 13, 2010

4. Owner: Fredman Bros. Furniture Company, Inc.  
Mark: SLEEPHARMONY  
Registration Number: 3,818,171  
Registration Date: July 13, 2010

5. Owner: Fredman Bros. Furniture Company, Inc.



Mark:  
Registration Number: 3,982,261  
Registration Date: June 21, 2011

6. Owner: Fredman Bros. Furniture Company, Inc.  
Mark: GLIDEAWAY  
Registration No.: 3,403,183  
Registration Date: March 25, 2008

7. Owner: Fredman Bros. Furniture Company, Inc.  
Mark: HOTELIER  
Registration No.: 4,039,883  
Registration Date: October 11, 2011

8. Owner: Fredman Bros. Furniture Company, Inc.  
Mark: ECO REDUCE YOUR CARBON FOOTPRINT & Design  
Registration No.: 4,184,016  
Registration Date: July 31, 2012

9. Owner: Fredman Bros. Furniture Company, Inc.  
Mark: IRON HORSE  
Registration No.: 4,317,626  
Registration Date: April 9, 2013

10. Owner: Fredman Bros. Furniture Company, Inc.  
Mark: COMFORT BASE & Design  
Registration No.: 4,618,020  
Registration Date: October 7, 2014

11. Owner: Fredman Bros. Furniture Company, Inc.  
Mark: COMFORT BASE  
Registration No.: 5,135,715  
Registration Date: February 7, 2017

12. Owner: Fredman Bros. Furniture Company, Inc.  
Mark: TRUGEL  
Registration No.: 5,232,706  
Registration Date: June 27, 2017

13. Owner: Fredman Bros. Furniture Company, Inc.  
Mark: COMFORT BASE FREESTYLE  
Registration No.: 5,344,539  
Registration Date: November 28, 2017

14. Owner: Fredman Bros. Furniture Company, Inc.  
Mark: IKKIERTOK  
Registration No.: 5,596,905  
Registration Date: October 30, 2018

15. Owner: Fredman Bros. Furniture Company, Inc.  
Mark: AWAKENINGS TRANQUIL  
Registration No.: 5,783,263  
Registration Date: June 18, 2019

16. Owner: Fredman Bros. Furniture Company, Inc.  
Mark: AWAKENINGS TRANSFORM  
Registration No.: 5,783,264  
Registration Date: June 18, 2019

17. Owner: Fredman Bros. Furniture Company, Inc.  
Mark: AWAKENINGS TOTALITY  
Registration No.: 5,783,265  
Registration Date: June 18, 2019

18. Owner: Fredman Bros. Furniture Company, Inc.  
Mark: HEDLEY  
Registration No.: 5,898,164  
Registration Date: October 29, 2019

19. Owner: Fredman Bros. Furniture Company, Inc.  
Mark: CONWAY  
Registration No.: 5,909,269  
Registration Date: November 12, 2019

20. Owner: Fredman Bros. Furniture Company, Inc.  
Mark: G GLIDEAWAY MOTION & Design  
Registration No.: 5,904,331  
Registration Date: November 5, 2019

21. Owner: Fredman Bros. Furniture Company, Inc.  
Mark: HUNTLEY  
Registration No.: 5,933,379  
Registration Date: December 10, 2019

22. Owner: Fredman Bros. Furniture Company, Inc.  
Mark: MEMPHIS  
Registration No.: 5,945,381  
Registration Date: December 24, 2019

23. Owner: Fredman Bros. Furniture Company, Inc.  
Mark: EDISON  
Registration No.: 5,945,385  
Registration Date: December 24, 2019

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



25. Owner: Fredman Bros. Furniture Company, Inc.  
Mark: SOMERSTON  
Registration No.: 6,309,571  
Registration Date: March 30, 2021

**UNITED STATES TRADEMARK APPLICATIONS:**

26. Owner: Fredman Bros. Furniture Company, Inc.  
Mark: GLIDEAWAY DREAM ESSENTIALS  
Application No.: 90/624,435  
Application Date: April 5, 2021

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

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

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

**FOREIGN TRADEMARK REGISTRATIONS:**

30. Owner: Fredman Bros. Furniture Company, Inc.  
Jurisdiction: Canada  
Mark: COMFORT BASE  
Registration Number: TMA982019  
Registration Date: October 3, 2017