

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI167894

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Steven M. Spector		03/29/2024	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Company Name:	Second Wind Home Design, LLC		
Street Address:	918 S. Stimson Ave.		
City:	City of Industry		
State/Country:	CALIFORNIA		
Postal Code:	91745		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2600779	BURTON JAMES	
Registration Number:	4946725	ELEMENTS BY BURTON JAMES	
Registration Number:	4946726	ELEMENTS BY BURTON JAMES	
CORRESPONDENCE DATA			
Fax Number:	3172373900		
<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:	2132292400		
Email:	trademarks@fbtlaw.com		
Correspondent Name:	Anne Wang		
Address Line 1:	301 East Fourth Street		
Address Line 2:	3300 Great American Tower		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	ALLISON COLCLESSER		
SIGNATURE:	ALLISON COLCLESSER		
DATE SIGNED:	04/17/2024		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is entered into as of March 29, 2024 (the “effective date”), between Burton James, Inc., a California corporation, located at 428 Turnbull Canyon Road, City of Industry, California, 91745 (“Assignor”), Steven M. Spector, as assignee for the benefit of creditors of Assignor (“Assignee”) and Second Wind Home Design, LLC, a California limited liability company (“Buyer”), located at 918 S. Stimson Ave., City of Industry, CA 91745.

Whereas, Assignor hereby represents, warrants and agrees that it owns all the right, title, and interest in and to the following trademarks (collectively the “Trademarks”):

Mark	Registration Date	U.S. Registration Number	U.S. Serial Number
BURTON JAMES	July 30, 2002	2600779	76260066
ELEMENTS BY BURTON JAMES	April 26, 2016	4946725	86183166
ELEMENTS BY BURTON JAMES (Stylized)	April 26, 2016	4946726	86183176

Whereas, pursuant to (i) that certain General Assignment dated as of March 29, 2024, (“General Assignment”) between Assignor and Assignee, effectuating the assignment for the benefit of creditors of Assignor, and (ii) that certain Asset Purchase Agreement dated as of March 29, 2024, between Assignor, Assignee and Buyer (the “Asset Purchase Agreement”), Assignee has instructed Assignor to assign the Trademarks to Buyer.

Whereas, the Assignor represents and warrants that Assignor holds marketable title to the Trademarks, free and clear of liens, pledges and charges, there being no prior assignments, licenses or other encumbrances of any nature affecting the Trademarks other than to Assignee pursuant to the Asset Purchase Agreement. The Assignor further represents and warrants that the Trademarks do not infringe the rights of any third party and that Assignor is not aware of any threats or claims that the Trademarks infringe the rights of any third party.

Whereas, the Buyer desires to acquire all of Assignor’s and Assignee’s right, title and interest in and to the Trademarks, together with the benefit of any use of the Trademarks by the Assignor and the goodwill of the business relations to the Trademarks and to the wares or services associated with them.

Now therefore, in consideration of the payment contemplated in the General Assignment and the Asset Purchase Agreement, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

The Assignor and Assignee hereby irrevocably grant, transfer and assign to Buyer, its successors and assigns, free and clear of liens and encumbrances, the Assignor’s and Assignee’s entire right, title and interest in and to the Trademarks, together with (i) the benefit of any use of


the Trademark by the Assignor, (ii) the goodwill of the business relations to the Trademark and to the wares or services associated with it, (iii) all income, royalties and damages hereafter due or payable to Assignor or Assignee with respect to the Trademarks to hold unto Buyer.

[Signature pages on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be executed as of the date first written above.

ASSIGNOR:

BURTON JAMES, INC., a California corporation

By: 
Name: Harold Zoref
Title: Chief Executive Officer

ASSIGNEE:

Steven Spector, Assignee for the Benefit of
Creditors of Assignor

BUYER:

SECOND WIND HOME DESIGN, LLC,
a California limited liability company

By: Ard Eevin Home Design, Inc.,
a California corporation, Member

By: _____
Christopher DeWitt,
Chief Executive Officer

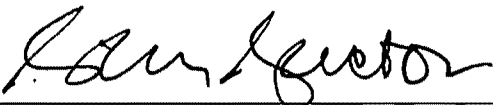
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ASSIGNOR:

BURTON JAMES, INC., a California corporation

By: _____
Name: Harold Zoref
Title: Chief Executive Officer

ASSIGNEE:



Steven Spector, Assignee for the Benefit of
Creditors of Assignor

BUYER:

SECOND WIND HOME DESIGN, LLC,
a California limited liability company

By: Ard Eevin Home Design, Inc.,
a California corporation, Member

By: _____
Christopher DeWitt,
Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be executed as of the date first written above.

ASSIGNOR:

BURTON JAMES, INC., a California corporation

By: _____
Name: Harold Zoref
Title: Chief Executive Officer

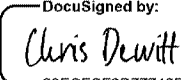
ASSIGNEE:

Steven Spector, Assignee for the Benefit of
Creditors of Assignor

BUYER:

SECOND WIND HOME DESIGN, LLC,
a California limited liability company

By: Ard Eevin Home Design, Inc.,
a California corporation, Member

By:  _____
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Chief Executive Officer

Sworn Certification

I certify under penalty of perjury that the accompanying Copyright Assignment Agreement being submitted to the U.S. Copyright Office for recordation is, to the best of my knowledge, a true and correct copy of the original, signed Copyright Assignment Agreement.

DocuSigned by:

Chris Dewitt

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March 29, 2024
Date of execution