

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1210405

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Upward Partners, LLC		02/14/2024	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Company Name:	Tuesday Morning USA LLC		
Street Address:	200 Sheffield Street		
Internal Address:	Suite 105		
City:	Mountainside		
State/Country:	NEW JERSEY		
Postal Code:	07092		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4993124	TUESDAY MORNING	
Registration Number:	1211932	TUESDAY MORNING	
Registration Number:	5247596	TUESDAY MORNING	
Registration Number:	5247597	TUESDAY MORNING	
Registration Number:	5242780	TUESDAY MORNING	
Registration Number:	5247598	TUESDAY MORNING	
Registration Number:	4471915	TUESDAY MORNING PERKS	
Registration Number:	6037215	INCREDIBLE DEALS FOR YOUR HOME	
Registration Number:	3042352	NAPASTYLE	
Registration Number:	3303245	THE BEST KITCHEN STARTS HERE	
Registration Number:	6102837	TM CARES FUND	
Registration Number:	6075672	TUESDAY MORNING CARES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2122561113		
Email:	om@lawmlg.com		

OP \$315.00.00 86819914

Correspondent Name: Oleg A. Mestechkin
Address Line 1: 2218 Ocean Avenue
Address Line 4: Brooklyn, NEW YORK 11229

NAME OF SUBMITTER: EVGENIIA KOMAROVSKAIA

SIGNATURE: EVGENIIA KOMAROVSKAIA

DATE SIGNED: 05/03/2024

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “Assignment”), is made and entered into this 14th day of February, 2024 (the “Effective Date”) by and between Upward Partners, LLC, a Utah limited liability company (“Assignor”) and Tuesday Morning USA LLC, a Delaware limited liability company (“Assignee”) (each a “Party” and collectively the “Parties”).

WHEREAS, pursuant to the Bill of Sale (as defined below) Assignor, desires to sell, convey, transfer, and assign to Assignee and Assignee desires to purchase, acquire and accept from Assignor all of Assignor’s rights, title and interest in and to the trademarks and service marks listed on Schedule A attached hereto and made a part hereof and the goodwill of the business associated therewith and symbolized thereby (the “Assigned Property”).

NOW THEREFORE, in consideration of the premises, the covenants and obligations expressed herein and other valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, and intending to be legally bound, the Parties hereby agree as follows:

1. Effective as of the Effective Date and subject to the indefeasible receipt of the Purchase Price, as set forth and defined in the Bill of Sale & Assignment executed by the Parties contemporaneously herewith (the “Bill of Sale”), Assignor hereby sells, transfers, assigns and sets over to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor’s rights, title and interest in and to the Assigned Property that exist as of the Effective Date (which is deemed to include all rights, title and interest in and to the Assigned Property as if the assignments by TM Partners to Assignor have been completed on or prior to the Effective Date whether or not such transfers are completed before or after the Effective Date), including applications therefor (as set forth on Schedule A), any renewals thereof, any common law rights to such Assigned Property, all goodwill of the business associated therewith and symbolized by the Assigned Property, and the right to sue and to collect damages and payments for claims of present, and future infringement or misappropriation thereof, and subject to the terms and conditions of the Bill of Sale. Notwithstanding anything to the contrary, Assignor is responsible for ensuring the completion of the transfer of all Assigned Property from TM Partners to Assignor in order for Assignor to assign the Assigned Property to Assignee.
2. [INTENTIONALLY OMITTED].
3. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue patents or trademarks, to record this Assignment to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.
4. Assignor agrees that, if reasonably requested by Assignee within sixty (60) days of Effective Date, and provided that there is no cost to Assignor, Assignor will execute all documents and instruments, take all rightful oaths, and do all acts which may be reasonably necessary for transferring, assigning, securing and maintaining the Assigned Property, and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
5. For a period of 5 years after the Closing Date, Assignee hereby grants to the Assignor an exclusive, royalty-free, fully paid-up, irrevocable right and license to use the Assigned Property

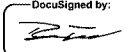
conveyed under this Assignment in the operating of Tuesday Morning branded retail stores in the state of Utah. Assignee agrees to enter into a License Agreement to more set forth the rights and obligations of the Parties with respect to the license granted by Assignee to Assignor pursuant to this Section.

6. Assignor irrevocably appoints Assignee to be its attorney, with full power of substitution, and to take and execute in the name of Assignor any and all actions and documents to effectuate, record, perfect, transfer or confirm this Assignment of the Assigned Property in the name of Assignee throughout the world.
7. Assignor hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or its nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
8. [Intentionally Omitted].
9. Assignee agrees that pursuant to the terms of the accompanying Commercial Agreement (as defined in the Bill of Sale), that once the Trademarks are transferred, Assignee commits to open new retail stores under the Tuesday Morning across the country. Assignee also agrees to pay all minimum fees as defined in the Commercial Agreement that relate to the use of Assignors software solutions that will be utilized in said stores and for any commissions and fees that arise due to the consigners/drop shippers that Assignor provides for the benefit of the Assignee at its retail stores.
10. The Parties agree that the assignment hereunder of the Assigned Property pursuant to this Assignment is subject to the terms and conditions of the Bill of Sale, including, without limitation, Assignor's takeback right (as defined in the Bill of Sale).
11. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY (INCLUDING DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS OR LOST PROFITS SUFFERED BY SUCH PARTY), WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, TORT OR OTHERWISE, INCLUDING NEGLIGENCE OF ANY KIND, WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT WAS KNOWN. HOWEVER, THE DISCLAIMERS OF LIABILITY AND LIMITATIONS SET FORTH IN THIS SECTION DO NOT APPLY TO A PARTY'S INDEMNIFICATION OBLIGATIONS, GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT OR FRAUD.
12. Except as otherwise set forth herein and in the Bill of Sale, each Party is solely responsible for its costs and expenses incurred in connection with this Assignment. The Parties shall pay Transfer Taxes (as defined in the Bill of Sale) in accordance with Section 16 (Transfer Taxes) of the Bill of Sale. Assignor shall be solely responsible for all costs associated with completing the transfer of the Assigned Property from TM Partners to Assignor, which Assignor represents is in process

with the United States Patent & Trademark Office.

- 13. This Assignment, together with the Bill of Sale, Promissory Note entered into concurrently with this Assignment, Commercial Agreement, and Domain Name Assignment entered into concurrently with this Agreement, constitute the full and entire understanding and agreement among the Parties with regard to the subject matter hereof and thereof and supersedes all other prior agreements and understandings with regard to the subject matters hereof and thereof. The Parties have voluntarily agreed to define their rights and liabilities in respect of transactions contemplated by this Assignment exclusively in contract pursuant to the express provisions of this Assignment and the Bill of Sale. The Parties expressly disclaim that they are owed any duties or obligations not expressly set forth in this Assignment or the Bill of Sale.
- 14. No Person other than the Parties hereto and their respective successors and permitted assigns shall be deemed an intended beneficiary hereunder or have any right to enforce any obligation of this Assignment.
- 15. Each and all of the covenants, terms, provisions, and agreements contained herein shall be binding upon and inure to the benefit of the Parties hereto and their successors, heirs, and assigns.
- 16. The Parties hereby agree that this Assignment shall be governed by and construed in accordance with the laws of Delaware, United States of America. The exclusive venue of any action or proceeding arising out of or relating to this Assignment will be the federal or state courts of Delaware, United States of America, and the Parties consent to personal jurisdiction in such courts. Any issue, dispute, claim or controversy under this Assignment will be subject to the terms and conditions of the Section labeled "Arbitration" under the Bill of Sale.
- 17. In the event that any provision hereof is held to be invalid or unenforceable, the remainder of this Assignment will remain valid and enforceable according to its terms. In the event of such partial invalidity, the Parties shall seek in good faith to agree on replacing any such legally invalid provision with a provision which, in effect, will most nearly and fairly approach the effect of the invalid provision.

Assignor:
Upward Partners, LLC

By: 
DocuSigned by:
7B3AAE45DC474C4
 Name: Ryan Treft
 Title: CEO

Date: 2/14/2024

Assignee:
Tuesday Morning USA LLC

By: 
DocuSigned by:
26EDBC94745B455
 Name: David Polonitza
 Title: EVP

Date: 2/14/2024

SCHEDULE A

List of Trademarks

Jurisdiction	Trademark	Reg. No.	Renewal Date
United States of America	Bird Logo	4832441	Expired Oct 2020
United States of America	TUESDAY MORNING	4993124	Renew July 5 2025
United States of America	TUESDAY MORNING	1211932	Renew Oct 5 2031
United States of America	TUESDAY MORNING (Stylized - blue background - one line)	5247596	Renewed Jan 2024
United States of America	TUESDAY MORNING (Stylized - blue background)	5247597	Renewed Jan 2024
United States of America	TUESDAY MORNING (Stylized - one line)	5242780	Renewed Jan 2024
United States of America	TUESDAY MORNING (Stylized - stacked)	5247598	Renewed Jan 2024
United States of America	TUESDAY MORNING PERKS	4471915	Renewed Jan 2024
United States of America	INCREDIBLE DEALS FOR YOUR HOME	6037215	Renew April 21 2025
United States of America	NAPASTYLE	3042352	Renew Jan 10 2025
United States of America	THE BEST KITCHEN STARTS HERE	3303245	Renew Oct 2 2026
United States of America	TM CARES FUND and Design	6102837	Renew Jul 14 2025
United States of America	TUESDAY MORNING CARES	6075672	Renew Jun 9 2025

*All trademarks on this list have been filed to transfer from TM Partners to Upward Partners and this is now in process with USPTO.