

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The LoveSac Corporation		08/10/2006	CORPORATION: DELAWARE
LoveSac Franchising, Inc.		08/10/2006	INC. ASSOCIATION: UTAH
LoveSac of Nevada LLC		08/10/2006	LIMITED LIABILITY COMPANY: NEVADA
ChillSack, LLC		08/10/2006	LIMITED LIABILITY COMPANY: UTAH

RECEIVING PARTY DATA

Name:	Sac Acquisition LLC
Street Address:	700 Canal Street
Internal Address:	4th Floor
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06902
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3028008	SAC
Registration Number:	3021039	GAMESAC
Registration Number:	3035785	LOVESAC
Registration Number:	2659121	LOVESAC
Registration Number:	3035784	LOVESAC
Serial Number:	78786759	LOVESAC
Serial Number:	78786771	SAC
Serial Number:	78786736	THE BIGONE
Serial Number:	78786800	

OP \$415.00 3028008

Serial Number:	78786717	LOVESAC LIFE
Serial Number:	78786750	SQUATTOMAN
Serial Number:	78781845	SUPERSAC
Serial Number:	78786748	MOVIESAC
Serial Number:	78602928	SACTIONALS
Serial Number:	78508262	DURAFOAM
Serial Number:	78495098	CHILLSAC

CORRESPONDENCE DATA

Fax Number: (801)328-1707
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 801-533-9800
Email: ddellenbach@wnlaw.com
Correspondent Name: David Dellenbach - Workman Nydegger
Address Line 1: 1000 Eagle Gate Tower
Address Line 2: 60 East South Temple
Address Line 4: Salt Lake City, UTAH 84111

ATTORNEY DOCKET NUMBER:	15605.0
NAME OF SUBMITTER:	David B. Dellenbach
Signature:	/David B. Dellenbach/
Date:	09/22/2006

Total Attachments: 5
source=Lovesac assignment2#page1.tif
source=Lovesac assignment2#page2.tif
source=Lovesac assignment2#page3.tif
source=Lovesac assignment2#page4.tif
source=Trademarks#page1.tif

Patent Assignment

THIS PATENT ASSIGNMENT, dated as of August 10, 2006, is executed by The LoveSac Corporation, a Delaware corporation ("**LoveSac**"), LoveSac Franchising, Inc., a Utah corporation ("**Franchising**"), LoveSac of Nevada LLC, a Nevada limited liability company ("**Nevada**"), and ChillSack, LLC, a Utah limited liability company ("**Chillsack**" and, together with LoveSac, Franchising and Nevada, each an "**Assignor**" and collectively the "**Assignors**"), in favor of Sac Acquisition LLC, a Delaware limited liability company (the "**Assignee**").

WHEREAS, the Assignors and the Assignee are parties to that certain Asset Purchase Agreement dated as of June 23, 2006 (the "**Purchase Agreement**"), pursuant to which the Assignors agreed to sell, convey, transfer, assign and deliver unto the Assignee all of their rights, title, and interests in and to the Acquired Assets (as defined in the Purchase Agreement);

WHEREAS, the Acquired Assets include certain United States Letters Patent and applications therefor set forth on Exhibit A (the "**Letters Patent**");

WHEREAS, the Assignors hereby confirm that the Assignors have the full right to convey all rights, as herein expressed, to the Letters Patent and the inventions embodied therein; and

WHEREAS, pursuant to the Purchase Agreement, the Assignee acquired the entire right, title and interest in, to and under the Letters Patent and applications therefor, and the inventions covered thereby.

NOW THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the mutual covenants contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignors do hereby sell, assign, transfer and set over unto the Assignee, as of the date hereof, their entire right, title and interest in, to and under said inventions and the Letters Patent aforesaid in the United States, its colonies, dependencies and territories, and all foreign countries, as described in the applications and the Letters Patent aforesaid, together with the right of priority under the International Convention for the Protection of Industrial Property (the Paris Convention) and any other international agreements to which the United States of America adheres, and in and to any reissue, division, substitute, reexamination certificate or extension of the Letters Patent, the same to be held and enjoyed by the Assignee, for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives, to the end of the term or terms of which the Letters Patent are granted or reissued, as fully and entirely as the same would have been held and enjoyed by the Assignors if this instrument and assignment had not been made; together with all claims for profits and damages by reason of past infringement of the Letters Patent, with the right to sue for and collect the same for its own use and behalf for any infringement arising prior to, on or subsequent to the date of this Patent Assignment, and for the use and behalf of its successors, assigns or other legal representatives, and to all substitutions, continuations, continuations-in-part, divisional and reissue applications of the Letters Patent.

And the Assignors hereby authorize a representative of the Assignee and its successors and assigns to apply for patents directly in its own name, upon the aforesaid inventions and wherever the same is permitted by law, and the Assignors authorize and request the United States Commissioner of Patents and Trademarks to issue all Letters Patent which may issue on the aforesaid patent applications to the Assignee, its successors and assigns, in accordance with this instrument.

And the Assignors hereby agree to transfer a like interest upon request of the Assignee, its successors, assigns and legal representatives, and without further remuneration, in and to any improvements, and applications for patents based thereon, growing out of or related to the said inventions; and to execute any papers requested by the Assignee, its successors, assigns and legal representatives, deemed essential to the Assignee's full protection and title in and to the inventions hereby transferred and for maintaining any resulting patent concerning said inventions.

And the Assignors hereby constitute and appoint the Assignee and its successors and assigns Assignors' true and lawful attorneys with full power of substitution, in Assignors' names and stead but on behalf of and for the benefit of the Assignee and its successors and assigns, to institute and prosecute, from time to time, and at the expense and for the benefit of the Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, which the Assignee or its successors or assigns may deem proper for the assignment of, or recordation of ownership to, any of the Letters Patent or for the collection and enforcement of any claim or right of any kind hereby conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the Letters Patent which the Assignee or its successors or assigns shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignors or by dissolution of the Assignors or in any manner or for any reason whatsoever.

IN WITNESS WHEREOF, each of the Assignors has caused this Assignment to be duly executed by an authorized officer as of the date first written above.

THE LOVESAC CORPORATION,
as a Grantor

By: [Signature]
Name: SHAWN D NELSON
Title: CEO

STATE OF Utah)
) SS
COUNTY OF Salt Lake)

On this 31st day of July, 2006, there appeared before me Shawn Nelson, personally known to me, who acknowledged that he/she signed the foregoing Patent Assignment as his voluntary act and deed on behalf and with full authority of The LoveSac Corporation.

[Signature]
Notary Public

My Commission Expires: 4-7-2010



LOVESAC FRANCHISING, INC.,
as a Grantor

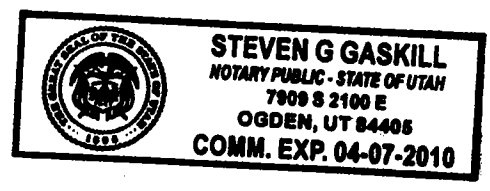
By: [Signature]
Name: SHAWN D. NELSON
Title: CEO

STATE OF Utah)
) SS
COUNTY OF Salt Lake)

On this 31st day of July, 2006, there appeared before me Shawn Nelson, personally known to me, who acknowledged that he/she signed the foregoing Patent Assignment as his voluntary act and deed on behalf and with full authority of LoveSac Franchising, Inc.

[Signature]
Notary Public

My Commission Expires: 4-7-2010



IN WITNESS WHEREOF, each of the Assignors has caused this Assignment to be duly executed by an authorized officer as of the date first written above.

LOVESAC OF NEVADA LLC,
as a Grantor

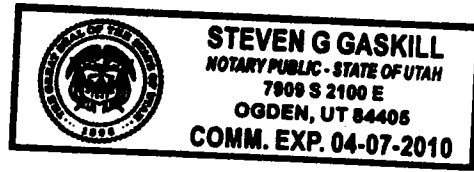
By: [Signature]
Name: Shawn D. Nelson
Title: CEO

STATE OF Utah)
) SS
COUNTY OF Salt Lake)

On this 31st day of July, 2006, there appeared before me Shawn Nelson, personally known to me, who acknowledged that he/she signed the foregoing Patent Assignment as his voluntary act and deed on behalf and with full authority of LoveSac of Nevada LLC.

[Signature]
Notary Public

My Commission Expires: 4-7-2010



CHILLSACK, LLC,
as a Grantor

By: [Signature]
Name: Shawn D. Nelson
Title: CEO

STATE OF Utah)
) SS
COUNTY OF Salt Lake)

On this 31st day of July, 2006, there appeared before me Shawn Nelson, personally known to me, who acknowledged that he/she signed the foregoing Patent Assignment as his voluntary act and deed on behalf and with full authority of Chillsack, LLC.

[Signature]
Notary Public

My Commission Expires: 4-7-2010



Exhibit A

MARKS

Registered Trademarks

<u>Mark</u>	<u>Registration Numbers</u>	<u>Class(es)</u>	<u>Country</u>
LoveSac	2,659,121	20	USA
LoveSac	3,035,784	20, 25, 35	USA
LoveSac (& design)	3,035,785	20, 25, 35	USA
GameSac	3,021,039	20	USA
Sac	3,028,008	20	USA
LoveSac	1,033,613	20	Australia (Utah Corp.)
LoveSac	988,136	20	Australia (Utah Corp.)
LoveSac	App. No. 3252558	20, 25, 35	

Applied-For Trademarks

<u>Mark</u>	<u>Serial Number</u>	<u>Class(es)</u>	<u>Country</u>	<u>Status</u>
Sactionals	78/602,928	20	USA	Pending
ChillSac	78/495,098	20	USA	Pending
Durafoam	78/508,262	17	USA	Notice of Allowance issued. Requires statement of use.
Sac	78/786,771	20, 25	USA	Pending
Squattoman	78/786,750	20	USA	Pending
SuperSac	78/781,845	20	USA	Pending
MovieSac	78/786,748	20	USA	Pending
The Big One	78/786,736	20	USA	Pending
(3-bar design)	78/786,800	20, 25	USA	Pending
LoveSac Life	78/786,717	35	USA	Pending
LoveSac	No. 736467	20	Mexico	U.S. issued. Mexico pending.
LoveSac	App. No. 1280110-00	20	Canada	U.S. issued. Canada pending
LoveSac	78/786,759	20, 24	USA	Pending
Sac	Reg. No. 2,407,288	20, 24, 25, 35	UK	U.S issued. UK pending.