

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457636

| | | | |
|-----------------------------------|--|--|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Hanover Company Store, LLC | | 12/19/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Home Depot Product Authority, LLC | | |
| Street Address: | 2455 Paces Ferry Road | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30339 | | |
| Entity Type: | Limited Liability Company: GEORGIA | | |
| PROPERTY NUMBERS Total: 20 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87338905 | COMPANY BABY | |
| Serial Number: | 75501410 | COMPANY COTTON | |
| Serial Number: | 76259730 | COMPANY KIDS | |
| Serial Number: | 75503072 | COMPANY KIDS | |
| Serial Number: | 87064650 | CSTUDIO | |
| Serial Number: | 77024228 | EUROPEAN HI-LOFT | |
| Serial Number: | 77208847 | LA CROSSE | |
| Serial Number: | 78457283 | LEGENDS | |
| Serial Number: | 78459106 | LEGENDS LUXURY COLLECTION | |
| Serial Number: | 77895466 | LOFTHOME BY THE COMPANY STORE | |
| Serial Number: | 75499382 | LOUNGE-A-ROUND | |
| Serial Number: | 85395294 | NATIONAL FAMILY PAJAMA NIGHT | |
| Serial Number: | 75499381 | ST. TROPEZ | |
| Serial Number: | 75528265 | TCS | |
| Serial Number: | 73359648 | THE COMPANY STORE | |
| Registration Number: | 1284377 | THE COMPANY STORE | |
| Registration Number: | 2573439 | THE COMPANY STORE | |
| Registration Number: | 4045990 | THE COMPANY STORE WE'RE ALL ABOUT COMFOR | |
| Registration Number: | 2622209 | LOFTAIRE | |
| TRADEMARK | | | |

CH \$515.00 87338905

| Property Type | Number | Word Mark |
|----------------|----------|-----------|
| Serial Number: | 87655335 | LOFTAIRE |

CORRESPONDENCE DATA

Fax Number: 5124572100

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: 5124572018

Email: aotrademark@kslaw.com, rgroos@kslaw.com, shunter@kslaw.com, kpfertner@kslaw.com

Correspondent Name: Richard J. Groos/King & Spalding LLP

Address Line 1: 500 West 2nd Street

Address Line 2: Suite 1800

Address Line 4: Austin, TEXAS 78701

| | |
|---------------------------|--------------------|
| NAME OF SUBMITTER: | Richard J. Groos |
| SIGNATURE: | /Richard J. Groos/ |
| DATE SIGNED: | 01/11/2018 |

Total Attachments: 6

source=U S Trademark Assignment Agreement#page1.tif

source=U S Trademark Assignment Agreement#page2.tif

source=U S Trademark Assignment Agreement#page3.tif

source=U S Trademark Assignment Agreement#page4.tif

source=U S Trademark Assignment Agreement#page5.tif

source=U S Trademark Assignment Agreement#page6.tif

U.S. TRADEMARK ASSIGNMENT AGREEMENT

THIS U.S. TRADEMARK ASSIGNMENT AGREEMENT (this “U.S. Assignment”), dated as of December 19, 2017, is entered into by and between Hanover Company Store, LLC, a Delaware limited liability company (the “Assignor”), and Home Depot Product Authority, LLC, a Georgia limited liability company (the “Assignee”). Capitalized terms used but not defined herein have the respective meanings ascribed to them in the Asset Purchase Agreement, dated December 1, 2017 (the “Asset Purchase Agreement”), by and between Assignor and Home Depot U.S.A, Inc., a Delaware corporation.

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor agreed to, among other things, sell, transfer, assign, convey and deliver to Assignee all of Assignor’s right, title and interest in and to all Intellectual Property used or held for use in or necessary for the operation of the Business, including the trademarks and/or pending applications for registration of trademarks set forth on Schedule A hereto (collectively, the “Assigned U.S. Trademarks”).

WHEREAS, the parties wish to record such assignment with the appropriate governmental entities.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor does hereby irrevocably sell, transfer, convey, assign, grant, set over, and deliver to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the Assigned U.S. Trademarks, and all goodwill associated therewith, throughout the world, free and clear of all liens, mortgages, options, charges, title defects, security interests, and similar encumbrances, the same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns, designees, nominees, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this U.S. Assignment had not been made, together with all causes of action (in law or equity), claims, demands, and any other rights for, or arising from any past, present or future infringement, of the Assigned U.S. Trademarks, along with the right to sue for and collect any damages for the use and benefit of Assignee and Assignee’s successors, assigns, designees, nominees and other legal representatives.
2. Assignor represents, warrants, and covenants that it is the sole and exclusive owner of all right, title and interest in and to the Assigned U.S. Trademarks, the execution and delivery of this U.S. Assignment does not breach any agreement to which Assignor is a party, and Assignor has not entered into, and will not enter into, any oral or written agreement in conflict with this U.S. Assignment.
3. As may be requested by Assignee or its designees or other legal representatives from time to time after the date hereof, Assignor agrees to assist Assignee, or Assignee’s successors, assigns, designees, nominees, or other legal representatives, in a commercially reasonable manner, at

Assignee's expense, to (i) evidence, record, and perfect the assignment of the Assigned U.S. Trademarks, and (ii) secure Assignee's rights in the Assigned U.S. Trademarks, including, but not limited to, the execution, delivery and filing of all applications, specifications, oaths, assignments, powers-of-attorney, and similar instruments that Assignee deems reasonably necessary to assign and convey to Assignee, or Assignee's successors, assigns, designees, nominees or other legal representatives, all right, title and interest in and to the Assigned U.S. Trademarks.

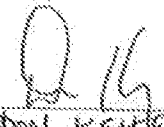
4. Assignor hereby authorizes and requests the United States Patent and Trademark Office to issue, certify or assign as appropriate, the registrations or applications for trademarks or service marks to Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this U.S. Assignment.

5. This U.S. Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned U.S. Trademarks. All questions concerning the construction, validity and interpretation of this U.S. Assignment and the performance of the obligations imposed by this U.S. Assignment shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the choice of law principles thereof. This U.S. Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this U.S. Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this U.S. Assignment and of signature pages by facsimile or electronic (PDF) counterpart signatures shall be acceptable and binding. No waiver, modification or change of any of the provisions of this U.S. Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced. No failure by any party to exercise, or delay in exercising, any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or any other right, power or remedy.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have
duly executed this U.S. Assignment as of the day and year first above written.

ASSIGNOR: HANOVER COMPANY STORE, LLC

By: 
Name: DON KENNEY
Title: MANAGER

[SIGNATURE PAGE TO THE U.S. TRADEMARK ASSIGNMENT AGREEMENT]

ASSIGNEE:

**HOME DEPOT PRODUCT
AUTHORITY, LLC**

By: 


Name: Carol B. Tomé
Title: Executive Vice President -
Corporate Services and
Chief Financial Officer

[SIGNATURE PAGE TO THE U.S. TRADEMARK ASSIGNMENT AGREEMENT]

**TRADEMARK
REEL: 006247 FRAME: 0408**

Schedule A

Assigned U.S. Trademarks

| <u>Trademark</u> | <u>Country</u> | <u>Status</u> | <u>Filing Date</u> | <u>Application No.</u> | <u>Registration Date</u> | <u>Registration No.</u> | <u>Owner</u> |
|--|-----------------------|----------------------|---------------------------|-------------------------------|---------------------------------|--------------------------------|----------------------------|
| COMPANY BABY | United States | Pending | 2/16/2017 | 87/338905 | | | Hanover Company Store, LLC |
| COMPANY COTTON | United States | Registered | 6/11/1998 | 75/501410 | 1/25/2000 | 2310788 | Hanover Company Store, LLC |
| COMPANY KIDS | United States | Registered | 5/18/2001 | 76/259730 | 11/12/2002 | 2648687 | Hanover Company Store, LLC |
| COMPANY KIDS | United States | Registered | 6/12/1998 | 75/503072 | 8/29/2000 | 2380374 | Hanover Company Store, LLC |
| CSTUDIO IN STYLIZED LETTERS  | United States | Allowed | 6/8/2016 | 87/064650 | | | Hanover Company Store, LLC |
| EUROPEAN HI-LOFT | United States | Registered | 10/18/2006 | 77/024228 | 1/29/2008 | 3374877 | Hanover Company Store, LLC |
| LA CROSSE | United States | Registered | 6/18/2007 | 77/208847 | 2/12/2008 | 3381333 | Hanover Company Store, LLC |
| LEGENDS | United States | Registered | 7/27/2004 | 78/457283 | 9/27/2005 | 3001549 | Hanover Company Store, LLC |
| LEGENDS LUXURY COLLECTION | United States | Registered | 7/29/2004 | 78/459106 | 6/6/2006 | 3100050 | Hanover Company Store, LLC |
| LOFTHOME BY THE COMPANY STORE | United States | Registered | 12/17/2009 | 77/895466 | 10/25/2011 | 4045991 | Hanover Company Store, LLC |
| LOUNGE-A-ROUND | United States | Registered | 6/11/1998 | 75/499382 | 8/24/1999 | 2272024 | Hanover Company |

| <u>Trademark</u> | <u>Country</u> | <u>Status</u> | <u>Filing Date</u> | <u>Application No.</u> | <u>Registration Date</u> | <u>Registration No.</u> | <u>Owner</u> |
|-----------------------------------|----------------|---------------|--------------------|------------------------|--------------------------|-------------------------|----------------------------|
| | | | | | | | Store, LLC |
| NATIONAL FAMILY PAJAMA NIGHT | United States | Registered | 8/11/2011 | 85/395294 | 6/17/2014 | 4552104 | Hanover Company Store, LLC |
| ST. TROPEZ | United States | Registered | 6/11/1998 | 75/499381 | 3/21/2000 | 2331017 | Hanover Company Store, LLC |
| TCS | United States | Registered | 7/30/1998 | 75/528265 | 3/19/2002 | 2550343 | Hanover Company Store, LLC |
| THE COMPANY STORE | United States | Registered | 4/13/1982 | 73/359648 | 1/3/1984 | 1263272 | Hanover Company Store, LLC |
| THE COMPANY STORE | United States | Registered | 3/24/1982 | 73/356321 | 7/3/1984 | 1284377 | Hanover Company Store, LLC |
| THE COMPANY STORE | United States | Registered | 5/17/2001 | 76/258707 | 5/28/2002 | 2573439 | Hanover Company Store, LLC |
| THE COMPANY STORE WE'RE ALL ABOUT | United States | Registered | 12/17/2009 | 77/895447 | 10/25/2011 | 4045990 | Hanover Company Store, LLC |
| LOFTAIRE | United States | Registered | 5/4/2001 | 76/252540 | 9/17/2002 | 2622209 | Hanover Company Store, LLC |
| LOFTAIRE | United States | Pending | 10/23/2017 | 87/655335 | | | Hanover Company Store, LLC |