

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM481712

<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>
EVERTILE FLOORING CO., INC.		06/25/2018	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	STERLING BRANDS LLC		
<b>Street Address:</b>	555 ALLENDALE DRIVE		
<b>City:</b>	WHEELING		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60090		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4907013	RESILIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	414-298-8351		
<b>Email:</b>	tadmin@reinhardt.com		
<b>Correspondent Name:</b>	Heidi R. Thole		
<b>Address Line 1:</b>	1000 N. Water St.		
<b>Address Line 2:</b>	Suite 1700		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53212		
<b>NAME OF SUBMITTER:</b>	Heidi R. Thole		
<b>SIGNATURE:</b>	/hrt/		
<b>DATE SIGNED:</b>	07/13/2018		
<b>Total Attachments: 5</b>			
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## TRADEMARK ACQUISITION AGREEMENT

This TRADEMARK ACQUISITION AGREEMENT ("Agreement"), dated as of June 25, 2018, is made by and between **EVERTILE FLOORING CO., INC.**, a **NEW JERSEY CORPORATION** located at **127 FRELINGGHIJSEN AVE. NEWARK, NJ 07114** ("Seller"), and **STERLING BRANDS, LLC**, a **ILLINOIS LIMITED LIABILITY PARTNERSHIP** located at **555 ALLENDALE DRIVE WHEELING, IL 60090** ("Buyer").

1. Purchase and Sale of Trademark; No Assumption of Liabilities. Subject to the terms and conditions set forth herein, Seller hereby irrevocably sells, assigns, transfers, and conveys to Buyer, and Buyer hereby accepts, all right, title, and interest in and to: (a) **the "RESILIA" trademark (U.S. trademark registration number 4907013)** (the "Trademark"); (b) all common law rights in the Trademark; (c) any goodwill associated with or symbolized by the Trademark; and (d) all claims and causes of action with respect to the Trademark, whether accruing before, on, or after the date hereof (clauses (a) through (d) referred to collectively as the "Acquired Rights"). For the avoidance of doubt, Buyer neither assumes nor is otherwise liable for any obligations, claims, or liabilities of Seller of any kind, whether known or unknown, contingent, matured, or otherwise, whether currently existing or hereafter arising, all of which will be retained at satisfied by Seller.

2. Purchase Price. The aggregate purchase price for the Acquired Rights will be equal to 0.5% of the Net Sales of Buyer during the seven year period following the date of this Agreement (the "Purchase Price"); provided, that the Purchase Price will be at least \$2,500 in each year of such seven year period. "Net Sales" means the net sales revenues actually received by Buyer with respect to sales through Amazon's "Brand Central" program for Buyer products that utilize the Trademark (e.g., carpet runners, utility runners, mats and garage floor tile). For the avoidance of doubt, "Net Sales" does not include any amounts received by Buyer with respect to taxes, duties, insurance charges, freight or handling fees or other fees or costs payable by Buyer to third parties. **EXCEPTION TO THE TERM STATED ABOVE WILL BE FOR ANY "FLOOR TILE" PRODUCT TRADEMARKED "RESILIA". THE FEE OF 0.5% OF NET SALES WILL CONTINUE IN PERPETUITY FOR THESE PRODUCTS.** Within 30 days of the end of each calendar quarter, Buyer will, to the extent collected by Buyer, pay Seller any amount of the Purchase Price so collected; provided, that Buyer may reduce, or, if already paid to Seller, set off against amounts otherwise payable to Seller (either via invoice or deduction from future payments), any portion of the Purchase Price relating to amounts collected that are returned due to refunds, chargebacks or other similar adjustments. The Purchase Price: (i) will be calculated and paid in U.S. dollars, (ii) may be paid via wire, ACH transfer or company check and (iii) will be subject to withholding in accordance with all applicable laws, including the Internal Revenue Code, Treasury Regulations and other IRS guidance.

3. Assignment. Upon execution of this Agreement, Seller will deliver to Buyer an assignment in the form of Exhibit A.

4. Limited License. Buyer grants Seller a limited, non-exclusive, nontransferable, revocable and royalty-free license to use the Trademark in connection with sales of floor tiles conducted through sales channels other than Amazon. Other than **THE BUYER** no other entity beyond the **SELLER** will be given license to the Trademark. The term of such license will be **IN PERPETUITY** on the date of this Agreement. Seller's use of the Trademark will adhere to a level of quality at least as high as the highest standard used by Seller in connection with their use of any trademarks it may license, own, develop or acquire. Uses of the Trademark will include any notices and legends required by applicable law or as reasonably requested by Buyer to preserve the validity of or Buyer's rights in and to the Trademark, including where applicable the "@" and "TM" notices. Without limiting the generality of the foregoing:

(a) Seller will not use the Trademark in any manner that would reflect adversely on the reputation of Buyer or its affiliates and (b) the license in this section 4 does not grant, transfer or assign to Seller any other rights, title or interest in or to the Trademark. **The Seller will have the right to repurchase the Trademark for \$1.00 in the event that the Buyer does not wish to continue the use of the Trademark or if the Trademark it is not being actively used by the Buyer for the purposes stated in this agreement.**

5. Further Assurances. From and after the date hereof, each of the parties hereto will execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

6. Representations and Warranties. Seller represents and warrants to Buyer and its affiliates that: (a) Seller owns all right, title, and interest in and to the Acquired Rights, free and clear of liens, security interests, and other encumbrances; (b) Seller has not granted to any third party any non-exclusive or exclusive license to the Trademark or entered into any consent agreement, co-existence agreement or settlement agreement pertaining to the Trademark or Seller's rights to the Trademark; (c) the Acquired Rights are valid, subsisting, and enforceable, and are not subject to any pending or threatened challenge or claim to the contrary; and (d) there are no actions: (i) alleging any infringement or other violation of the intellectual property rights based on the use or exploitation of any Acquired Rights, (ii) challenging the validity or ownership of any Acquired Rights or (iii) alleging any infringement or other violation by any third party of any Acquired Rights.

7. Indemnification. Seller will defend, indemnify, and hold harmless Buyer and its affiliates from and against all losses, damages, liabilities, costs or expenses (including attorneys' fees) arising out of or in connection with any breach of any representation, warranty, covenant or agreement of Seller contained in this Agreement.

8. Miscellaneous.

(a) Entire Agreement; Amendment; Waiver. This Agreement constitutes the sole and entire agreement of the parties hereto with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder will not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(b) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(c) Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

(d) Governing Law; Venue. All matters arising out of or relating to this Agreement will be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding

arising out of or relating to this Agreement or the transactions contemplated hereby will be instituted in the federal courts of the United States of America or the courts of the State of Wisconsin in each case located in Milwaukee County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.

(e) Interpretation; Counterparts. For purposes of this Agreement, the words "include," "includes," and "including" are deemed to be followed by the words "without limitation." This Agreement is intended to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*[remainder of page intentionally left blank; signatures on following page]*

IN WITNESS WHEREOF, Seller and Buyer have caused this Trademark Acquisition Agreement to be executed as of the date first written above by their respective duly authorized officers.

**EVERTILE FLOORING CO. INC.**

BY NIGEL MANDEL  
Its OWNER

**STERLING BRANDS, LLC**

*Richard Renjilian*

BY RICHARD RENJILIAN  
Its PRESIDENT

EXHIBIT A

ASSIGNMENT OF TRADEMARK

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **EVERTILE FLOORING CO. INC.**, a **NEW JERSEY CORPORATION** located at **127 FRELINGHUYSEN AVE. NEWARK, NJ 07114** ("Seller"), hereby sells, assigns, transfers, and conveys to **STERLING BRANDS LLC**, a **ILLINOIS LIMITED LIABILITY PARTNERSHIP** located at **555 ALLENDALE DRIVE, WHEELING, IL 60090** ("Buyer"), pursuant to the Trademark Acquisition Agreement dated as of June 25, 2018, by and between Seller and Buyer, all right, title, and interest in and to the **"RESILIA" trademark (U.S. trademark registration number 4907013)**, together with all common law rights therein, all goodwill associated therewith and symbolized thereby, and all claims and causes of action with respect thereto, whether accruing before, on, or after the date hereof.

Seller 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 jurisdictions to record and register this Assignment of Trademark upon request by Buyer.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademark to be executed on June 25, 2018 by its duly authorized officer.

**EVERTILE FLOORING CO. INC.**

BY NIGEL MANDEL  
Its OWNER

**STERLING BRANDS LLC**



BY RICHARD RENJILIAN  
Its PRESIDENT