

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637951

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900599573		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ART VAN FURNITURE, LLC		02/26/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	BTIP, LLC		
Street Address:	35975 Woodward Avenue, Suite 200		
City:	Birmingham		
State/Country:	MICHIGAN		
Postal Code:	48009		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	5233861	ADRENALINE	
Registration Number:	5577246	ARBOR	
Registration Number:	1555257	ART VAN	
Registration Number:	3988774	ART VAN PURE SLEEP	
Registration Number:	5316879	ART VAN	
Registration Number:	5377263	DETROIT MATTRESS CO.	
Registration Number:	5070296	DETROIT SOFA	
Registration Number:	1563919	MATTRESS EXPRESS	
Registration Number:	6004399	MOTOR CITY MATTRESS	
Registration Number:	4795256	PURESLEEP	
Registration Number:	5508593	PURESLEEP	
Registration Number:	5508592	PURESLEEP	
Registration Number:	5272921	PURETECH	
Registration Number:	5595818	ROMA	
Registration Number:	4147167	ROMA	
Registration Number:	5456887	SLEEPING PURE BETTER SLEEP, NATURALLY	
Registration Number:	5277794	SNOOZECUBE	
Registration Number:	5085533	TAKE THE TEST OR TAKE YOUR CHANCES.	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4789730	THE BED FOR YOUR HEAD
Registration Number:	5424282	THE BED FOR YOUR HEAD
Registration Number:	4579292	BLACK SATURDAY

CORRESPONDENCE DATA

Fax Number:

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.

Email: Dykema-TM@dykema.com

Correspondent Name: Jennifer Fraser

Address Line 1: 1301 K Street, NW, Suite 1100 West

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	121361-0001
NAME OF SUBMITTER:	Jennifer Fraser, DC Bar Member
SIGNATURE:	/jennifer fraser/
DATE SIGNED:	04/08/2021

Total Attachments: 11

- source=Execution Version - Intellectual Property Assignment - BTIP#page1.tif
- source=Execution Version - Intellectual Property Assignment - BTIP#page2.tif
- source=Execution Version - Intellectual Property Assignment - BTIP#page3.tif
- source=Execution Version - Intellectual Property Assignment - BTIP#page4.tif
- source=Execution Version - Intellectual Property Assignment - BTIP#page5.tif
- source=Execution Version - Intellectual Property Assignment - BTIP#page6.tif
- source=Execution Version - Intellectual Property Assignment - BTIP#page7.tif
- source=Execution Version - Intellectual Property Assignment - BTIP#page8.tif
- source=Execution Version - Intellectual Property Assignment - BTIP#page9.tif
- source=Execution Version - Intellectual Property Assignment - BTIP#page10.tif
- source=Execution Version - Intellectual Property Assignment - BTIP#page11.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Agreement”) is made as of February 26, 2021 by and among BTIP, LLC, a Michigan limited liability company (“Buyer”), and Alfred T. Giuliano, solely in his capacity as the Chapter 7 Trustee (the “Trustee”) for Art Van Furniture, LLC, AVF Holding Company, Inc., AVCE, LLC, AVF Holdings 1, LLC, AVF Holdings II, LLC, AVF Parent, LLC, AV Pure Sleep Franchising, LLC, and AVF Franchising, LLC and their respective bankruptcy estates (collectively, the “Sellers”). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Purchase Agreement (as defined below). Buyer and Sellers are individually referred to herein as a “Party” and collectively, as the “Parties.”

Recitals

A. This Agreement is made pursuant to that certain Asset Purchase Agreement, dated as of January 26, 2021, by and among VEC, LLC, a Michigan limited liability company (“VEC”), and the Trustee, acting solely on behalf of the Sellers (the “Purchase Agreement”).

B. The Buyer is VEC’s designee under the Purchase Agreement.

C. Under and subject to the terms, provisions and conditions of the Purchase Agreement, Sellers have agreed to convey, transfer and assign to VEC or its designee, among other assets, certain intellectual property of Sellers (as more particularly set forth in the Purchase Agreement), and have agreed to execute and deliver this Agreement, for the purpose of effecting such transfer and assignment and recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and any other applicable patent and trademark office throughout the world who may accept this Agreement for filing or recording.

NOW, THEREFORE, the Parties hereto agree as follows:

Agreement

1. **Assignment of Intellectual Property Rights.** Each Seller hereby irrevocably sells and transfers to Buyer, and Buyer hereby purchases and accepts from the Sellers all of Sellers’ right, title and interest in and to the Intellectual Property of the Sellers, free and clear of any Liens to the extent provided in the Sale Order, including, without limitation:

a. all trademarks of the Sellers to the extent relating to or comprising part of the “Art Van” brand or product line (the “Trademarks”) and all goodwill associated with the Trademarks or symbolized by the Trademarks including, without limitation, (i) those set forth in Schedule 1 hereto; (ii) the right to sue for past infringements or misappropriations thereof; (iii) the right to file foreign trademark applications corresponding to the Trademarks; (iv) the right to claim the priority date of any trademark applications and any legal equivalents thereof; and (v) any and all Trademarks in the United States of America and all foreign countries which may be granted therefor and thereon, and to any and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, examinations and renewals thereof;

b. all claims, causes of action, rights of recovery (including any rights of indemnity, warranty rights, rights of contribution, rights to refunds and rights to reimbursement) and rights of set-off, in each case, of whatever kind or description against any person or entity (including any claim as defined in title 11 of the United States Code) to the extent arising primarily out of, or relating primarily to the Intellectual Property of the Sellers; and

c. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable to any Seller with respect to any and all of the Intellectual Property of the Sellers.

2. **Further Assurances.**

a. Recordation. Reference is made to Section 12 of the Purchase Agreement, the terms and provisions of which are incorporated herein by reference.

b. Attorney in Fact. Each Seller hereby constitutes and appoints Buyer as its true and lawful attorney in fact in connection with the transactions contemplated by this Agreement, with full power of substitution to demand and receive, in the name and stead of each Seller but on behalf of and for the benefit of Buyer, any and all of the Intellectual Property hereby conveyed, assigned, and transferred or intended so to be, and to give receipt and releases for and in respect of the same and any part therefor, which the Buyer deems proper in order to collect or reduce to possession or endorse any of the Intellectual Property, and to do all acts and things in relation to the Intellectual Property of the Sellers which Buyer reasonably deem desirable; provided, however, nothing herein shall be deemed to (i) authorize Buyer to do any act or thing in any Seller's name which Seller would not itself be required or obligated to do under the terms and provisions of the Purchase Agreement, or (ii) institute and/or prosecute, in the name of Sellers (or either of them) any proceedings at law, in equity, or otherwise.

c. Use of Company Names. At or promptly following the Closing, Sellers shall discontinue the use of the company names "AVF," "AVCE," "Art Van," "Art Van Furniture," "Pure Sleep," "Scott Shuptrine" and any derivation or variation thereof for commercial purposes (including, without limitation, termination of any assumed names), and shall amend their charters and other organizational documents to a name that does not include "AVF," "AVCE," "Art Van," "Art Van Furniture," "Pure Sleep," or "Scott Shuptrine."

3. **Miscellaneous.**

a. Terms of the Purchase Agreement. Except to the extent the same were performed and/or satisfied at or prior to Closing, the terms and provisions of the Purchase Agreement, including, but not limited to, any representations, warranties, covenants, agreements, disclaimers, acknowledgments (including, without limitation, the disclaimers and acknowledgments set forth in Section 7 of the Purchase Agreement), limitations on liability (including, without limitation, Section 22 of the Purchase Agreement), venue and jurisdiction provisions, and indemnities relating to the assigned Intellectual Property are incorporated herein by this reference. The Parties acknowledge and agree that any such representations, warranties, covenants, agreements, disclaimers, acknowledgments, limitations on liability, venue and jurisdiction provisions and indemnities contained in the Purchase Agreement shall not be superseded or in any way diminished or expanded hereby, but shall remain in full force and

effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms and provisions hereof, the terms and provisions of the Purchase Agreement shall govern.

b. Successor and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by, Buyer and Sellers and their respective permitted successors and assigns.

c. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies of this Agreement may be made and relied upon to the same extent as an original. The exchange of copies of this Agreement and of signature pages by facsimile transmission or e-mail shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or e-mail shall be deemed to be their original signatures for all purposes.

d. Notices. Any notice, demand or other communication required or permitted to be given under this Agreement shall be in writing, and shall be (i) personally delivered, (ii) transmitted by mail, postage prepaid, registered or certified, return receipt requested, (iii) transmitted by an overnight courier of recognized international reputation, or (iv) transmitted by facsimile transmission (with transmission confirmation that the entire communication was received), by any Party to the other Parties at the address and fax number identified with its name below.

To Buyer:

BTIP, LLC
35975 Woodward Avenue, Suite 200
Birmingham, MI 48009
Attention: Gary Van Elslander
Email: gvan@vec13.com
with a copy (which will not constitute notice) to:

Dykema Gossett PLLC
112 E. Pecan, Suite 1800
San Antonio, Texas 78205
Attention: Deborah D. Williamson
Email: dwilliamson@dykema.com

To Sellers:

Giuliano, Miller & Co., LLC
2301 E. Evesham Road
Pavilion 800, Suite 210
Voorhees, NJ 08043
Attention: Mr. Alfred T. Giuliano, Chapter 7 Trustee

Email: atgiuliano@giulianomiller.com
with a copy (which will not constitute notice) to:

Pachulski Stang Ziehl & Jones, LLP
919 Market Street
Wilmington, DE 19899
Attention: Bradford J. Sandler, Esq.
Email: bsandler@pszjlaw.com

If to Trustee, addressed to:

Mr. Alfred T. Giuliano, Chapter 7 Trustee
Giuliano, Miller & Co., LLC
2301 E. Evesham Road
Pavilion 800, Suite 210
Voorhees, NJ 08043
Email: atgiuliano@giulianomiller.com

with a copy (which will not constitute notice) to:

Pachulski Stang Ziehl & Jones, LLP
919 Market Street
Wilmington, DE 19899
Attention: Bradford J. Sandler, Esq.
Email: bsandler@pszjlaw.com

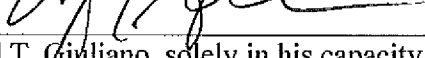
e. Governing Law. This Agreement shall be governed by, construed, interpreted and the rights of the Parties determined in accordance with the laws of the State of Delaware (regardless of the laws that might be applicable under principles of conflicts of law).

[Signature Page(s) Follow]

IN WITNESS WHEREOF, the Parties have caused this Intellectual Property Assignment Agreement to be executed as of the date first written above.

SELLERS:

ART VAN FURNITURE, LLC, AVF HOLDING COMPANY, INC., AVCE, LLC, AVF HOLDINGS I, LLC, AVF HOLDINGS II, LLC, AVF PARENT, LLC, AV PURE SLEEP FRANCHISING, LLC, and AVF FRANCHISING, LLC

By: 
Alfred T. Giuliano, solely in his capacity as the Chapter 7 Trustee for each of the above listed entities

BUYER:

BTIP, LLC, a Michigan limited liability company

By: _____
Gary Van Elslander
President

[Signature Page To Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 007245 FRAME: 0880

IN WITNESS WHEREOF, the Parties have caused this Intellectual Property Assignment Agreement to be executed as of the date first written above.

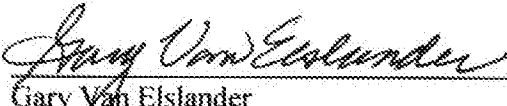
SELLERS:

ART VAN FURNITURE, LLC, AVF HOLDING COMPANY, INC., AVCE, LLC, AVF HOLDINGS I, LLC, AVF HOLDINGS II, LLC, AVF PARENT, LLC, AV PURE SLEEP FRANCHISING, LLC, and AVF FRANCHISING, LLC

By: _____
Alfred T. Giuliano, solely in his capacity as
the Chapter 7 Trustee for each of the above
listed entities

BUYER:

BTIP, LLC, a Michigan limited liability company

By: 
Gary Van Elslander
President

[Signature Page To Intellectual Property Assignment Agreement]

SCHEDULE 1

Trademarks and Trademark Applications

See attached.

Schedule of Trademarks and Brands

TRADEMARK	OWNER	TRADEMARK TYPE	IC CLASS US CLASS GOODS AND SERVICES	SERIAL OR APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE/NEXT DEADLINE
ADRENALINE	Art Van Furniture, LLC	Trademark Word	IC 20 Mattresses, sleep products, namely, mattresses, spring mattresses, box springs and mattress foundations	87-102,773	7/13/2016	5,233,861	6/27/2017 8&15 due 6/27/2023
ARBOR	Art Van Furniture, LLC	Trademark Word	IC 20 Bed pillows; Pillows; IC 24 Bed blankets; Bed covers; Bed linen; Bed pads; Bed sheets; Bed skirts; Bed spreads; Bed throws; Box spring covers; Comforters; Duvets; Eiderdown covers; Eiderdowns; Mattress covers; Mattress pads; Pillow cases	87-681,916	11/13/2017	5,577,246	10/2/2018 8&15 due 10/2/2024
ARBOR	Art Van Furniture, LLC	Trademark Word	IC 20 Box springs, mattress foundations, mattresses; spring mattresses	88-606998	9/6/2019	Abandoned	ABANDONED
ART VAN	Art Van Furniture, LLC	Service Mark Word	IC 42 Goods and Services: Retail Furniture Store Services	73-757305	10/12/1988	1,555,257	9/5/1989 Renewal due 9/5/2029
ART VAN (Canada)	Art Van Furniture, LLC	Trade-Mark (Word)	Goods: (1) Furniture Services: (1) Retail Furniture store services; (2) online retail furniture store services; Classification: 20 (furniture) & 35 (marketing)	1725263	4/24/2015	TMA1037188	7/8/2019 Renewal due 7/8/2029
ART VAN (Canada) Chair in the Square	Art Van Furniture, LLC	Design Mark - Chair in the Square	Class 35: (Retail furniture stores)	1835476	5/2/17	TMA1054436	9/16/2019 Renewal due 9/16/2029
ART VAN PURE SLEEP	Art Van Furniture, LLC	Service Mark Word with Pure Sleep next to a square with Art Van word	IC 35 Retail shops featuring sleep-related products such as pillows and mattresses,	85-130,918	9/16/2010	3,988,774	7/5/2011 Renewal due 7/5/2021
ART VAN Chair in the Square	Art Van Furniture, LLC	Service Mark Chair in the Square	IC 35: Retail furniture stores	87-404,648	4/10/2017	5,316,879	10/24/2017 8&15 due 10/24/2023
BLACK SATURDAY	Art Van Furniture, LLC	Service Mark Word	IC 35 Goods and Services: Retail store services featuring furniture and mattresses	86-131,662	11/28/2013	4,579,292	8/5/2014 Renewal due 8/5/2024
DETROIT MATTRESS CO.	Art Van Furniture, LLC	Trademark Word	IC 20 Box Springs; Mattress foundations; Mattresses; sleep products, namely, mattresses, spring mattresses, box springs and mattress foundations	87-516,479	7/5/2017	5,377,263	1/9/2018 8&15 due 1/9/2024
DETROIT SOFA	Art Van Furniture, LLC	Trademark Word	IC 20 Easy chairs; Sofas; Upholstered furniture	86-622,152	8/26/2016 - Amended 5/7/2015- Original	5,070,296	10/25/2016 8&15 due 10/25/2022
MATTRESS EXPRESS	Art Van Furniture, LLC	Service Mark Words	IC 42 Goods and Services: Retail Furniture Store Services	73-757307	10/12/1988	1,563,919	10/31/1989 Renewal due 10/31/2029
MOTOR CITY MATTRESS	Art Van Furniture, LLC	Trademark	IC 20 Sleep products, namely mattresses, box springs and foundations	88-571912	8/8/2019	6,004,399	3/3/2020 8&15 due 3/3/2026
PURESLEEP	Art Van Furniture, LLC	Service Mark Word	IC 35 retail shops featuring sleep-related products such as pillows and mattresses	86-533,340	2/12/2015	4,795,256	8/18/2015 8&15 due 8/18/2021
PURESLEEP (online services)	Art Van Furniture, LLC	Service Mark Word	IC 35 on-line retail stores services featuring mattress, pillows and other bedroom-related products	87-724,756	12/18/2017	5,508,593	7/3/2018 8&15 due 7/3/2024
PURESLEEP (claiming color blue)	Art Van Furniture, LLC	Service Mark Word	IC 35 on-line retail stores services featuring bedroom products such as pillows and mattresses; Retail shops featuring bedroom products such as pillows and mattresses	87-724,624	12/18/2017	5,508,592	7/3/2018 8&15 due 7/3/2024
PURETECH Child Matter	Art Van Furniture, LLC	Trademark Word	IC 20 bed pillows and pillows and IC 24 Bed blankets; Bed covers; Bed linen; Bed pads; Bed sheets; Bed skirts; Bed spreads; Bed throws; Eiderdown covers; Eiderdowns; Box spring covers; Fitted bed sheets; Flat bed sheets	87-975564	8/30/2016	5,272,921	8/22/2017 8&15 due 8/22/2023
ROMA	Art Van Furniture, LLC	Trademark Word	IC 20: Furniture	87-908,119	5/4/2018	5,595,818	10/30/2018 8&15 due 10/30/2024
ROMA	Art Van Furniture, LLC	Trademark Word with box and chair to left	IC 20 Good and Services: Furniture, excluding cabinets	85-021,418	4/23/2010	4,147,167	5/22/2012 Renewal due 5/23/2022

SLEEP PURE BETTER SLEEP, NATURALLY and Sleeping Pure & Design	Art Van Furniture, LLC	Trademark Word	IC 20 mattresses, pillows, toppers, dog bed	87407302	4/11/2017	5,456,887	5/1/2018 8&15 due 5/1/2024
Snoozecube Trademark Assignment	Art Van Furniture, LLC	Standard Character Mark	IC 20 Mattresses	87-094664		5,277,794	8/29/2017 8&15 due 8/29/2023
Snoozecube Trademark Assignment	Art Van Furniture, LLC	Standard Character Mark	IC 20 Mattresses	88-576303	8/13/2019	Abandoned	ABANDONED
TAKE THE TEST OR TAKE YOUR CHANCES	Art Van Furniture, LLC	Service Mark Word	IC 35; Retail furniture stores, retail store services featuring assistance with mattress selection; retail stores featuring sleep- related products, namely mattresses, mattress protectors and pillows	86-933,669	3/9/2016	5,085,533	11/22/2016 8&15 due 11/22/2022
THE BED FOR YOUR HEAD	Art Van Furniture, LLC	Service Mark Word	IC 35 Retail furniture stores, retail store services featuring bedding services	86-483,097	12/17/2014	4,789,730	8/11/2015 8&15 due 8/11/2021
THE BED FOR YOUR HEAD	Art Van Furniture, LLC	Trademark Word	IC 20 pillows	87-156,848	8/31/2016	5,424,282	3/13/2018 8&15 due 3/13/2024

Scott Shuptrine							
UNIVERSAL SLEEP PRODUCTS (to be abandoned)	Art Van Furniture, LLC	Trademark Word	IC 20 Beds, mattresses, pillows and bolsters; Mattresses	85-532,996	2/3/2012	4,404,055	9/17/2013 CANCELLED

State Marks						
TRADEMARK	STATE	OWNER	IC CLASS US CLASS GOODS AND SERVICES	REGISTRATION NUMBER	REGISTRATION DATE	EXPIRATION DATE
WE DO MORE FOR YOU	Michigan	Art Van Furniture, LLC	100	M32036	4/4/1979	4/4/2019
ART VAN	Michigan	Art Van Furniture, LLC	100	M70066	10/13/1988	10/13/2028
BEDDING EXPRESS	Michigan	Art Van Furniture, LLC	100	M87067	1/9/1989	1/9/2029
MATTRESS EXPRESS (Service mark)	Michigan	Art Van Furniture, LLC	100	M74066	10/13/1988	10/13/2028
SLEEP EXPRESS	Michigan	Art Van Furniture, LLC	100	M01068	1/9/1989	1/9/2029
VAN-GUARD	Michigan	Comfort Mattress, LLC	32	M00642	10/24/1995	10/24/2025

Search ("art van furniture")[ALL] and (dead)[ld]

Submit

Current Search: S2: ("art van furniture")[ALL] and (dead)[ld] docs: 28 occ: 92

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	88606998		ARBOR	TSDR	DEAD
2	88576303		SNOOZECUBE	TSDR	DEAD
3	87786641		ART VAN PURE FIT	TSDR	DEAD
4	87797294		BALTIMORE MATTRESS CO.	TSDR	DEAD
5	87797342		PITTSBURGH MATTRESS CO.	TSDR	DEAD
6	87155371		PURETECH	TSDR	DEAD
7	87580506		313	TSDR	DEAD
8	87580290		313 LINENS MAKE THE PERFECT BED	TSDR	DEAD
9	87562076		NORDIC STYLE	TSDR	DEAD
10	86927695		ART'S BACKYARD	TSDR	DEAD
11	86758466		MUSIC PRIZE PRESENTED BY ART VAN	TSDR	DEAD
12	86643493		RISE	TSDR	DEAD
13	86624791		RISE	TSDR	DEAD
14	86624786		DETROIT MATTRESS	TSDR	DEAD
15	85532996	4404055	UNIVERSAL SLEEP PRODUCTS	TSDR	DEAD
16	85464347	4182367	HERITAGE LEATHER	TSDR	DEAD
17	85533107		CASH 4 FURNITURE	TSDR	DEAD
18	85533051		CASH FOR FURNITURE	TSDR	DEAD
19	77942777	3856447	TRUST THE LEADER	TSDR	DEAD
20	77943900		MIX MODERN	TSDR	DEAD
21	77942758		ART VAN PURE SLEEP	TSDR	DEAD
22	77089731	3454586	MICHIGAN HOMES	TSDR	DEAD
23	77089496	3454585	MATTRESSHARMONY.COM	TSDR	DEAD
24	77102245		MATTRESS MATCHMAKER	TSDR	DEAD
25	77102237		MATTRESS MATCH	TSDR	DEAD
26	77089500		ARTVANMATTRESSHARMONY.COM	TSDR	DEAD
27	73773882	1563948	BEDDING EXPRESS	TSDR	DEAD
28	73773867	1586203	SLEEP EXPRESS	TSDR	DEAD

TRADEMARK

RECORDED: 03/01/2021

REEL: 007245 FRAME: 0885