

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653996

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Web Deals Direct, LLC		05/20/2021	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Homelife LLC		
Street Address:	667 Boylston Street, 3rd Floor, Suite 307		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Serial Number:	88756215	ABFLEX	
Registration Number:	5513848	BEAUTYWORKS	
Registration Number:	5411553	BELLANAILS	
Registration Number:	5572158	DYNAMIC GEAR	
Registration Number:	5625984	FLEXI HOSE	
Registration Number:	5513792	GRILLMAN	
Serial Number:	90052836	HOLIDAY SPIRIT	
Registration Number:	5273128	HOME ORGANICS	
Registration Number:	6168344	KITCHENZONE	
Serial Number:	90316702	LUMINRG	
Registration Number:	5687626	OFFICELINE	
Registration Number:	5573940	PAINT MARK	
Registration Number:	5905094	PET UNION	
Registration Number:	5305740	POWER PINS	
Registration Number:	5441400	PRODIVE	
Registration Number:	5580827	PROSTEAM	
Registration Number:	5815122	SIGNATURE GARDEN	
Registration Number:	5281370	SPACE MAX	
Registration Number:	5904224	SIGNATURE LIVING	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	6042464	SIGNATURE LIVING
Registration Number:	5331684	SPACESAVER
Registration Number:	5493949	UPPER ORDER
Registration Number:	5673194	VORFREUDE
Registration Number:	5441401	ZAP IT!

CORRESPONDENCE DATA

Fax Number: 6176468646

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: 617-646-8000

Email: cxltrademarks@wolfgreenfield.com

Correspondent Name: Christina M. Licursi

Address Line 1: 600 Atlantic Avenue

Address Line 2: Wolf, Greenfield & Sacks, P.C.

Address Line 4: Boston, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER: W1100.40011US00

NAME OF SUBMITTER: Christina M. Licursi

SIGNATURE: /Christina M. Licursi/

DATE SIGNED: 06/15/2021

Total Attachments: 7

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ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Assignment"), dated as of May 20, 2021 (the "Effective Date"), is made by Web Deals Direct, LLC ("Assignor") located at 8543 Twickenham Terrace, Harrisburg, North Carolina 28025 and Homelife LLC ("Assignee"), located at 667 Boylston Street, 3rd Floor, Suite 307, Boston, Massachusetts 02116.

WHEREAS, Assignee is the purchaser of substantially all of the assets of Assignor pursuant to that certain Asset Purchase Agreement dated as of even date herewith (the "Purchase Agreement");

WHEREAS, Assignor owns all of the rights, title and interest in and to the Assigned Trademark Rights (as defined herein) with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark Rights;

WHEREAS, Assignor owns all of the rights, title and interest in and to the Assigned Patent Rights (as defined herein);

WHEREAS pursuant to the Purchase Agreement, Assignor has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction (collectively, the "Agencies"); and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title, and interest in and to the following:
 - a. All trademark registrations and applications constituting Acquired Assets (as defined in the Purchase Agreement), including, without limitation, those set forth in Schedule 1 attached hereto, and all issuances, extensions, renewals, and connected goodwill of the business thereof (collectively, the "Assigned Trademark Rights");
 - b. The patents and patent applications set forth in Schedule 2, attached hereto, including all inventions and designs disclosed in the patents and patent applications and all corresponding provisional, non-provisional, divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent, utility models, industrial designs or similar intellectual property rights which have been or shall be filed in in any country on any of the inventions and designs; and all original and reissued patents which have been or shall be issued in any jurisdiction on the inventions and designs, including the right to apply for patent rights in each such country and all rights to priority; as well as the right to sue in Assignee's own name and recover damages for past infringement of any United States Letters Patent and foreign patent, including a reasonable royalty relating to provisional rights under 35 U.S.C. § 154(d) that have attached to any published United States patent application, on the inventions and designs (collectively, the "Assigned Patent Rights");
 - c. All rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise

throughout the world;

- d. Any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - e. Any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation and Further Actions. Assignor hereby authorizes the United States Patent and Trademark Office and the officials of other Agencies to record and register this Assignment upon request by Assignee. Following the Effective Date, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives—including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents—as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademark Rights and/or the Assigned Patent Rights to Assignee, or any assignee or successor thereto.
 3. Letters Patent. Assignor hereby requests the Director of the United States Patent and Trademark Office and foreign patent authorities to issue Letters Patent or other intellectual property rights, including foreign patents, related to the Assigned Patent Rights to Assignee.
 4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor, and Assignee (as applicable) with respect to the Assigned Trademark Rights and Assigned Patent Rights. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded 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 of this Assignment, the terms of the Purchase Agreement shall govern and control.
 5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
 6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
 7. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:

Web Deals Direct LLC

By: DocuSigned by: Adam Feinberg

Name: Adam Feinberg

Title: CEO

ASSIGNEE:

Homelife LLC

Chris Bell, Authorized Signatory

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:

Web Deals Direct LLC

By: _____

Name: _____

Title: _____













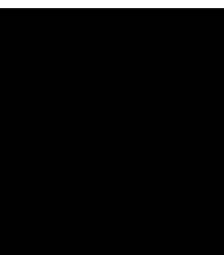
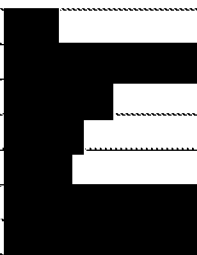

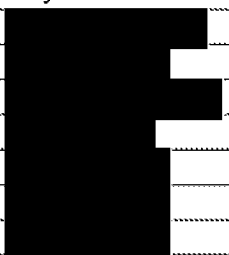





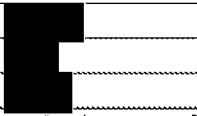


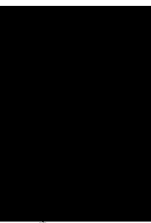
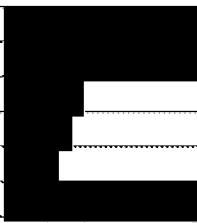
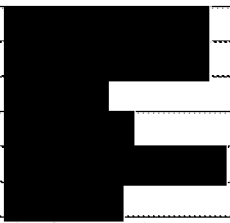
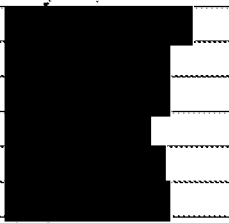

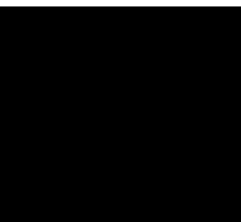
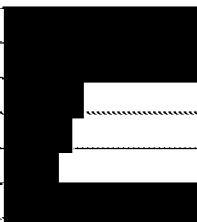

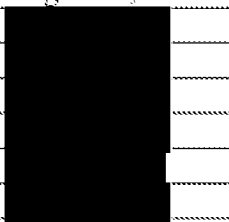




ASSIGNEE:

Homelife LLC

Christopher Bell

Chris Bell, Authorized Signatory

Schedule 1

Mark	Country	Reg. No. (Serial No.)	Reg. Date (Filing Date)
ABFLEX	United States of America	(88/756215)	(January 13, 2020)
			
			
			
BEAUTYWORKS	United States of America	5513848	July 10, 2018
			
BELLANAILS	United States of America	5411553	February 27, 2018
			
DYNAMIC GEAR	United States of America	5572158	September 25, 2018
FLEXI HOSE	United States of America	5625984	December 11, 2018
			
GRILLMAN	United States of America	5513792	July 10, 2018
			
	United States of America	(90/052836)	(July 14, 2020)
HOME ORGANICS	United States of America	5273128	August 22, 2017
			
KITCHENZONE	United States of America	6168344	October 6, 2020
LUMNRG	United States of America	(90/316702)	(November 13, 2020)
OFFICELINE	United States of America	5687626	February 26, 2019
PAINT MARK	United States of America	5573940	October 2, 2018
PET UNION	United States of America	5905094	November 5, 2019
POWER PINS	United States of America	5305740	October 10, 2017
PRODIVE	United States of America	5441400	April 10, 2018
			

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
PROSTEAM	United States of America	5580827	October 9, 2018
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
SIGNATURE GARDEN	United States of America	5815122	July 23, 2019
SPACE MAX	United States of America	5281370	September 5, 2017
SIGNATURE LIVING	United States of America	5904224	November 5, 2019
SIGNATURE LIVING	United States of America	6042464	April 28, 2020
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
SPACESAVER	United States of America	5331684	November 7, 2017
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
UPPER ORDER	United States of America	5493949	June 12, 2018
VORFREUDE	United States of America	5673194	February 12, 2019
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
ZAP IT!	United States of America	5441401	April 10, 2018
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Schedule 2

Invention	Country	Patent/Design No.(App No.)	Issue Date (Filing Date)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]