

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Assignment**”), dated as of [_____] [____], 2018 is made and entered into by and between Lawrence G. Frank, Esq., solely in his capacity as chapter 7 trustee (the “**Seller**”) of RTA Furniture Distributors, Inc. d/b/a Just Cabinets, Furniture & More (the “**Debtor**”), and [_____] (the “**Buyer**” and, together with the Seller, the “**Parties**”).

WHEREAS, on September 14, 2018, the Debtor filed a chapter 7 petition in the Bankruptcy Court for the Middle District of Pennsylvania (the “**Bankruptcy Court**”), Case No. 18-bk-03854-RNO;

WHEREAS, on September 14, 2018, Lawrence G. Frank, Esq. was appointed the chapter 7 trustee of the Debtor’s estate;

WHEREAS, the Bankruptcy Court has entered Orders approving bid procedures and the assignment of the Assigned Marks (defined below) to Buyer, copies of which are attached to the Bill of Sale (defined below);;

WHEREAS, Seller and Buyer have executed a certain Bill of Sale, with an effective date of the date hereof (the “**Bill of Sale**”), which, in connection herewith, provides for this Assignment of the trademarks and service marks listed on Schedule A hereto and all goodwill of the business associated therewith and symbolized thereby (the “**Assigned Marks**”);

WHEREAS, Buyer desires to acquire the exclusive right, title and interest in and to the Assigned Marks;

NOW, THEREFORE, pursuant to said Bill of Sale, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller makes the following assignment and the parties hereto agree as follows:

1. Assignment. Seller hereby irrevocably assigns, sells, transfers, and conveys to Buyer, its successors and assigns all of its right, title, and interest in and to the Assigned Marks, including without limitation applications therefor (as set forth on Schedule A), any renewals thereof, any common law rights to such Assigned Marks, all goodwill of the business associated therewith and symbolized by the Assigned Marks, the right to sue and to collect damages and payments for claims of past, present, and future infringement or misappropriation thereof.

2. Recordation. Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to record Buyer as owner of the Assigned Marks and to issue any and all registrations, including renewals thereof, to Buyer, its successors, assigns, nominees or other legal representatives.

3. Successors and Assigns. This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

4. Governing Law; Jurisdiction. This Assignment and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of

Pennsylvania (other than the choice of law principles thereof). Except as otherwise provided herein, any action, suit or other proceeding relating to this Agreement may be brought in the Bankruptcy Court or, if the Debtor's chapter 7 case has been dismissed, any federal or state court in the State of Pennsylvania, as the party bringing such action, suit or proceeding shall elect, having jurisdiction over the subject matter thereof.

5. Counterparts. This Assignment may be executed in any number of counterparts, each of which when executed shall be deemed an original instrument, and all of which together shall constitute one and the same instrument. Facsimile signatures (including those in .pdf format) shall be treated as if they were originals. The parties agree that this Assignment shall be legally binding upon the delivery and release, including by facsimile or email, by each party of an executed signature page to this Assignment to the other party hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

SELLER

Lawrence G. Frank, Esq., solely in his capacity as Chapter 7 Trustee of RTA Furniture Distributors, Inc. d/b/a Just Cabinets, Furniture & More

Name: _____

Title: _____

BUYER

[_____]

Name: _____

Title: _____

SCHEDULE A

Mark	Application Number	Application Date	Registration Number	Registration Date	Classes
Just Cabinets Furniture & More (Logo Design)	77801041	10-Aug-09	3812111	29-Jun-10	IC 035. US 100 101 102. G & S: Retail store services featuring furniture and cabinets.
					IC 035. US 100 101 102. G & S: On-line retail store services featuring furniture, cabinets, countertops, rugs, light fixtures, mattresses, beds and household appliances; Retail store services featuring furniture, cabinets, countertops, rugs, light fixtures, mattresses, beds and household appliances.
Just Cabinets	87559841	8-Aug-17	5417449	6-Mar-18	IC 035. US 100 101 102. G & S: Retail store services featuring furniture and cabinets.
Kitchens To Go	85578437	23-Mar-12	4327008	30-Apr-13	IC 035. US 100 101 102. G & S: Retail store services featuring furniture and cabinets.
Just Cabinets Furniture & More	77801039	10-Aug-09	3812110	29-Jun-10	IC 035. US 100 101 102. G & S: Retail store services featuring furniture and cabinets.
Just Cabinets	74380947	16-Apr-93	1819317	1-Feb-94	IC 042. US 101. G & S: retail store services in the field of furniture and cabinets.