

GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS

THIS GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS (this “**General Assignment**”) is made this 30th day of June 2022 (the “**Effective Date**”), by and between **Feather Home Inc.**, a Delaware corporation, 228 Park Ave. S, Suite 87567, New York, New York 10013, Federal Tax Identification Number 82-0924972, hereinafter referred to as “**Assignor**,” and **FTHR (ABC), LLC**, a Delaware limited liability company, having a registered office at The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801, Federal Tax Identification Number 88-2807938, hereinafter referred to as “**Assignee**.”

WHEREAS, Assignor is indebted to various persons, corporations, and other entities and is unable to pay its debts in full, and has decided to discontinue its business, and is desirous of assigning in trust and transferring all of its tangible and intangible property to an assignee for the benefit of creditors under California law so that the property so transferred may be expeditiously liquidated and the proceeds thereof be fairly distributed to its creditors without any preference or priority, except such priority as established and permitted by law (including, without limitation, the law of contracts);

WHEREAS, Assignor acknowledges and asserts that substantially all of its assets are subject to interests in favor of TriplePoint Capital LLC, a Delaware limited liability company, TriplePoint Venture Lending Fund, LLC, a Delaware limited liability company, and their affiliates (collectively, the “**Secured Lender**”);

WHEREAS, Secured Lender has consented to this General Assignment and the use of its collateral to fund the same and certain wind-down expenses of Assignor;

WHEREAS, Assignor has determined that, based upon its business prospects, entering into this General Assignment is in the best interests of the Assignor’s creditors;

WHEREAS, Assignor believes that Assignee is well qualified to efficiently administer the General Assignment for the benefit of the Assignor's creditors; and

NOW, THEREFORE, in consideration of Assignor's existing indebtedness to its creditors, the covenants and agreements to be performed by Assignee and other consideration, receipt of which is hereby acknowledged, it is hereby **AGREED**:

1. **TRANSFER OF ASSETS**. Assignor hereby irrevocably and unconditionally assigns, grants, bargains, conveys, transfers, and sets over to Assignee all of Assignor's currently existing right, title, and interest in real or personal property and all other assets whatsoever, and where so ever situated, which are now, or have ever been, used in connection with the operation of Assignor's business, and which assets include (without limitation) all tangible and intangible personal property and any interest therein exempt from execution, including any stock of merchandise, office furniture and fixtures, machinery, equipment leasehold interests and improvements, inventory, book accounts, books, bills, accounts receivable, cash on hand, cash in bank (net of amounts necessary to honor checks and wires issued and outstanding as of the Effective Date), patents, copyrights, trademarks and trade names, customer lists, customer contracts, email addresses, all other intellectual property, including without limitation, passwords, social media account rights and passwords, insurance policies (but excluding any and all policies for Directors and Officers Liability Insurance), tax refunds, rebates, general intangibles including any and all causes of action, insurance refunds and claims (excluding any payments arising out of Directors and Officers Liability Insurance), and choses in action that are legally assignable, together with the proceeds of any non-assignable choses in action that may hereafter be recovered or received by the Assignor, and all real property interests. Further, this General Assignment specifically includes all claims for refunds or abatement of all excess taxes heretofore or hereafter

assessed against or collected from the Assignor by the United States or any of its departments or agencies, any state or local taxing authority, and the Assignor agrees to sign and execute a power of attorney or other such document(s) as required to enable Assignee to file and prosecute, compromise, and/or settle all such claims before the respective taxing authority. Assignor agrees to endorse any refund checks relating to the prior operations of said Assignor's business and to deliver such checks immediately to Assignee. All of the assets assigned by this General Assignment shall be referred to herein as the "**Assigned Assets**," and the Assigned Assets, together with any proceeds thereof realized by the Assignee after the effective Date, shall be referred to herein as the "**Assignment Estate**."

Notwithstanding the provisions of this Section or any other provision of this General Assignment, Assignee shall provide Assignor and its attorneys and other representatives with reasonable access to the books and records and other financial information of Assignor that Assignee has in its possession at times reasonably requested by Assignor; provided, that Assignor shall pay all costs incurred by Assignee in connection with such access. Further, the assignment of the Assigned Assets by Assignor to Assignee hereunder is and shall be subject to all properly perfected liens under applicable law encumbering any of the Assigned Assets existing as of the Effective Date, subject to any avoidance actions that Assignee may have under applicable law.

2. **LEASES AND LEASEHOLD EXCLUSION**. Leases and leasehold interests in real property are not included in the Assignment Estate; provided, that, if the Assignee determines that such excluded lease or leasehold interest may be assigned and also that the same has realizable value for Assignor's creditors, then such excluded lease or leasehold interest shall be deemed to be included in the Assignment Estate and Assignor shall, upon demand of Assignee, assign and transfer such lease or leasehold interest to Assignee, or its nominee, for administration under the

terms of this General Assignment. Assignor hereby appoints Assignee as its attorney-in-fact for any and all matters concerning the termination of any real property leases. This Section 2 is not intended to abrogate any assignment provision of the Assignor's existing lease agreements.

3. **DELIVERY OF DOCUMENTS, ENDORSEMENTS, AND FORWARDING OF MAIL.** Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee. Assignor agrees to deliver to Assignee all existing books and records, to execute and deliver all additional and reasonably necessary documents upon Assignor's reasonable discretion, in each case promptly upon written request by Assignee, and to promptly endorse all indicia of ownership where required by Assignee in writing in order to complete the transfer of all Assigned Assets to Assignee as intended by this General Assignment.

4. **POWERS AND DUTIES OF ASSIGNEE.** Assignee shall have all powers under law necessary to marshal and liquidate the Assigned Assets, including, without limitation, the following, in each case at the sole cost and expense of the Assignment Estate:

a. To collect any and all accounts receivable and obligations owing to Assignor and not otherwise sold by Assignee.

b. To sell or otherwise dispose of all of the Assigned Assets (including, without limitation, all of Assignor's machinery, equipment, inventory, service or trademarks, trade names, patents, franchises, and causes of action) in such manner as Assignee deems best. Assignee shall have the power to execute asset purchase agreements, bills of sale, intellectual property assignments, and any other such documents necessary or reasonably requested to convey right, title, and interest in Assignor's property to any bona fide buyer.

c. To sell or otherwise dispose of all Assigned Assets, and to employ an auctioneer or investment banker, if needed, to appraise said assets and to conduct any public or

private sale of the assets and to advertise and publicize said sale in such manner as Assignee deems best.

d. To employ attorneys (including ArentFox Schiff LLP), accountants, and any other additional personnel to whatever extent may be necessary to administer the Assigned Assets and claims of the Assignment Estate.

e. To require all of Assignor's creditors to whom any balance is owing to submit verified statements to Assignee of said claim(s).

f. To settle any and all claims against or in favor of Assignor, with the full power to compromise, or, in the Assignee's sole discretion, to sue or be sued, and to prosecute or defend any claim or claims of any nature whatsoever existing with regard to the Assignor.

g. To open bank accounts in the name of the Assignee or its nominees or agents and to deposit the Assigned Assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such acts and execute such papers and documents in connection with this General Assignment as Assignee may deem necessary or advisable.

h. To conduct the business of the Assignor, should the Assignee deem such to be necessary or appropriate in the administration of the Assignment Estate.

i. To apply the net proceeds arising from the operation of and liquidation of Assignor's business and the Assigned Assets and as allowed by law, in the following order of priority and amounts as to amounts only and not time of distribution, as follows:

(1) FIRST, the payment of the fees and the reimbursement of expenses and out-of-pocket costs to the Assignee as set forth in Section 5 hereof and the Fee Agreement, and the indemnification and defense of the Assignee pursuant to the provisions of Sections 8 and

10 hereof, and the payment of reasonable compensation and reimbursement of expenses for the services of: attorneys for the Assignee (including ArentFox Schiff LLP); accountants to the Assignee; auctioneers or investment bankers for the Assignee; and any other independent consultants retained by Assignee for assistance in administration of the Assignment Estate.

(2) SECOND, to deduct all sums which Assignee may in its business judgment pay from the Assignment Estate for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment and to pay from the Assignment Estate all costs deemed by the Assignee as necessary or appropriate for the preservation of the Assigned Assets, including the maintenance and insurance of said assets and, the expenses of any operation.

(3) THIRD, all other costs and expenses incidental to the administration of the Assignment Estate, including (without limitation) all sales or similar tax resulting from disposition or sale of the Assigned Assets that is not paid by purchaser of such assets, and the cost of any required appraisal or bond.

(4) FOURTH, all monies due to employees of the Assignor entitled to priority under applicable law, and all federal taxes of any nature whatsoever owing as of the date of this General Assignment, or other such claim of any federal governmental agency as defined under 31 U.S.C. § 3713, including (without limitation) federal withholding taxes, federal unemployment taxes, and any other federal income, excise, property, and employment taxes.

(5) FIFTH, all state, county, and municipality taxes of any nature whatsoever owing as of the date of this General Assignment, including (without limitation) employment, property, and income taxes.

(6) SIXTH, all other debts owing as of the date of this General Assignment that are entitled to priority treatment and payment under applicable law (other than monies due employees of the Assignor entitled to priority under applicable law, which are addressed in “FOURTH” above).

(7) SEVENTH, with the exception of those classes set forth above, all distributions to other creditors shall be, within each class, *pro rata* in accordance with the terms of each creditor’s indebtedness, until all such debts are paid in full. No payment shall be made to any creditor whose claim is otherwise disputed until such time as that creditor’s claim is resolved. The creditor’s otherwise *pro-rata* share of such distribution shall be fully reserved for by the Assignee until such time as the dispute is resolved. Disputed claims shall include a dispute related to any avoidance action the Assignee may have under applicable state law. The Assignee may make interim distributions whenever the Assignee has accumulated sufficient funds to enable it to make a reasonable distribution. No distribution shall be in an amount less than Ten Thousand Dollars (\$10,000) (in the aggregate), except the final distribution.

(8) EIGHTH, any monies (distributions) unclaimed by creditors ninety (90) days after the final distribution to unsecured creditors (if any) or the termination of the administration of the Assignment Estate created by this General Assignment shall be redistributed to all known unsecured creditors, being those creditors who cashed their respective dividend checks from the Assignment Estate, so long as any such distribution exceeds one percent (1%) of each such creditor’s allowed claim.

(9) NINTH, the surplus, if any, of the Assignment Estate funds, when all debts of the Assignor shall have been paid in full, shall be paid and transferred to the

stockholders of the Assignor in accordance with the Assignor's Certificate of Incorporation as of the Effective Date.

j. To do and perform any and all other acts necessary and proper for the liquidation or other disposition of the Assigned Assets, including (without limitation) abandonment and the distribution of the proceeds derived therefrom to Assignor's creditors.

5. **COMPENSATION AND REIMBURSEMENT OF ASSIGNEE.** In consideration for Rock Creek Advisors LLC and/or its affiliate(s) (collectively, "**Rock Creek**") managing the Assignment Estate, and making its members and/or employees available to the Assignee, Assignor and Assignee each jointly and severally hereby agree that Rock Creek shall receive the compensation and reimbursement of expenses set forth in the Compensation and Expense Reimbursement Agreement of even date between Assignor and Assignee (the "**Fee Agreement**").

6. **RIGHTS OF CREDITORS; EXISTING LIENS.** Nothing herein modifies any rights and remedies of the creditors against any surety or sureties for the Assignor and nothing herein shall prevent the creditors or any of them from suing any third parties or persons who may be liable to any of the creditors for all or any part of their claims against the Assignor, or from enforcing or otherwise obtaining the full benefit of any existing mortgage, charge, pledge, lien, or other security which they now hold on any property of the Assignor.

7. **ADMINISTRATION OF ASSIGNMENT ESTATE.** The Assignee shall conduct the orderly liquidation of the Assigned Assets, and the distribution of the proceeds therefrom to creditors of Assignor, in accordance with applicable law. The Assignment Estate shall be administered out of court, except to the extent otherwise required by law; provided, that the Assignee shall have the right to seek judicial recognition of this General Assignment, to the

extent permitted by applicable state law, and to ask any court of competent jurisdiction for a declaratory judgment or such other relief as the Assignee may deem necessary, if, in its opinion, such actions are desirable in connection with the administration of the Assignment Estate or the resolution of any dispute or claim arising under or in connection with this General Assignment. The Assignee may serve without bond, except to the extent a bond is required by law or court order. The Assignee may seek to have any bond required by law waived by court order.

8. **LIMITATION OF LIABILITY OF ASSIGNEE; INDEMNIFICATION.**

Assignor acknowledges that Assignee is acting solely as a general assignee for the benefit of creditors in connection with any and all activities related to or arising from the General Assignment and not in its personal capacity. It is understood and agreed that neither the Assignee nor any of its members, managers, employees, officers, agents, or representatives will assume any personal liability or responsibility for any of its acts as Assignee herein, but its obligation shall be limited to the performance of the terms and conditions of the General Assignment in good faith and in the exercise of its business judgment. No implied covenants or obligations shall be read into this Agreement against the Assignee.

9. **NO RECOURSE.** Persons dealing with the Assignee shall look only to, and have recourse only to, the Assignment Estate to satisfy any liability incurred by the Assignee to any such person in carrying out the terms of this General Assignment, and the Assignee shall have no personal or individual obligation to satisfy any such liability, or to advance any of its own funds in payment thereof.

10. **DEFENSE AND INDEMNIFICATION.** The Assignment Estate shall indemnify and defend, and hold the Assignee harmless, on written demand, of and from any claims brought by any person or entity against the Assignee or any of its members, managers, employees for any

actual or alleged acts or omissions taken or omitted in good faith in the carrying out of this General Assignment, except where it is determined in a final judgment not subject to any stay or further appeal by a court of competent jurisdiction that the Assignee engaged in willful misconduct and/or was grossly negligent.

11. **RELIANCE**. The Assignee may conclusively rely and shall be protected in acting upon on the truth, accuracy, and completeness of any statement, certificate, opinion, resolution, instrument, report, notice, request, consent, order, or other paper or document furnished to the Assignee by the Assignor or its members, managers, employees, officers, agents, or representatives. The Assignee may conclusively rely and shall be protected in acting upon the truth, accuracy, and completeness of any statement, certificate, opinion, resolution, instrument report, notice, request, consent, order, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Assignee may further rely upon the advice or opinions of its attorneys, accountants, and other professional advisors in the conduct of its duties and obligations hereunder. Persons dealing with the Assignee shall look only to the Assignment Estate to satisfy any liability incurred by the Assignee in good faith to any such person in carrying out the terms of this General Assignment, and the Assignee shall have no personal or individual obligation to satisfy any such liability.

12. **WARRANTIES OF ASSIGNOR**. Assignor hereby represents and warrants as follows:

a. The list of creditors delivered concurrently herewith to the Assignee, in the form of the list attached hereto as Exhibit A, together with the list of customers owed store or referral credit as set forth in the books and records of the Assignor, are true and correct with respect

to the names of Assignor's creditors and the amounts due them as set forth in the books and records of the Assignor as of the Effective Date; and

b. As of the date hereof, Assignor has all requisite power and authority to execute, deliver, and perform its obligations under this General Assignment, including (without limitation) to transfer the property transferred to the Assignee hereby; the execution, delivery, and performance by the Assignor of this General Assignment has been duly authorized by all necessary corporate and other action and does not and will not require any registration with consent or approval of, or notice to or action by, any person (including any governmental authority) in order to be effective and enforceable; and this General Assignment constitutes the legal, valid, and binding obligation of the Assignor, enforceable against it in accordance with the terms hereof.

13. **POWER OF ATTORNEY.** The Assignor, by this General Assignment, hereby grants the Assignee an irrevocable general power of attorney, coupled with an interest, which power of attorney specifically includes the right of the Assignee to prosecute any action in the name of the Assignor as an attorney in fact. Further, on the date this General Assignment is accepted by the Assignee, the Assignee shall succeed to all of the rights and privileges of the Assignor, including, without limitation, any attorney-client privilege, in respect to any potential or actual claims, cases, controversies, or causes of action, and shall be deemed to be a representative of the Assignor with respect to all such potential or actual claims, cases, controversies, or causes of action.

14. **ACCEPTANCE BY ASSIGNEE.** By execution of this General Assignment, the Assignee does hereby accept the Assignment Estate herein created and agrees to faithfully perform its duties according to the best of the Assignee's skill, knowledge, and ability in accordance with applicable law. It is understood that the Assignee shall receive reasonable compensation for its

services in connection with the Assignment Estate, pursuant to the provisions of Section 5 hereof. Reasonable compensation does not replace or subsume the reimbursement of all the Assignee's expenses incurred as a result of the administration of the Assignment Estate from the cash on hand thereof.

15. **RESIGNATION BY ASSIGNEE.** The Assignee may resign and be discharged from its duties hereunder at any time; provided, that such resignation shall not become effective until (i) a successor Assignee has been appointed by the resigning Assignee, and such successor has accepted its appointment in writing delivered to the resigning Assignee, or (ii) the Assignee petitions any court of competent jurisdiction to appoint a successor assignee, and the Court so appoints such a successor; provided, however, that Assignee may resign upon immediate written notice if it learns or discovers that this General Assignment is invalid, or that any of the representations and warranties made herein are materially false or inaccurate. Thereupon, such successor Assignee shall, without any further act, become vested with all the estate, properties, rights, powers, trusts, and duties of its predecessor in connection with this General Assignment with like effect as if originally named therein, but the resigning Assignee shall nevertheless, when requested in writing by the successor Assignee, execute and deliver an instrument or instruments conveying and transferring to such successor Assignee all of the estates, properties, rights, powers, and trusts of such resigning Assignee in connection with this General Assignment, and shall duly assign, transfer and deliver to such successor Assignee all property and money held by it hereunder.

16. **GOVERNING LAW.** This General Assignment shall be governed by and construed in accordance with the laws of the State of California applicable to (i) a contract executed

and performed in such State, and (ii) assignments for the benefit of creditors, without giving effect to the conflicts of law principles thereof.

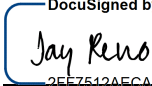
17. **COUNTERPARTS**. This General Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have executed this General Assignment as of the Effective Date.

ASSIGNOR:

FEATHER HOME INC.,
a Delaware corporation

DocuSigned by:

By: _____
Name: Jay Reno
Title: CEO

ASSIGNEE:

FTHR (ABC), LLC,
a Delaware limited liability company

By: _____
Name: James Gansman
Title: President

IN WITNESS WHEREOF, the parties have executed this General Assignment as of the Effective Date.

ASSIGNOR:

FEATHER HOME INC.,
a Delaware corporation

By: _____
Name: Jay Reno
Title: CEO

ASSIGNEE:

FTHR (ABC), LLC,
a Delaware limited liability company

By: James Gansman _____
Name: James Gansman
Title: President

Exhibit A

(STATEMENT OF CREDITORS)

Creditor Name	Claim Amount	Secured/Unsecured
Abco Automation LLC	\$13,359.00	Unsecured
Adesso Inc.	\$1,155.00	Unsecured
Apogee Agency LLC	\$8,000.00	Unsecured
Arcbest, II Inc.	\$1,086.31	Unsecured
Attentive Mobile Inc.	\$840.46	Unsecured
Avalon Bay ¹	\$2,000.00	Unsecured
Blu Dot	\$839.30	Unsecured
BlueCrew	\$27,461.64	Unsecured
Boldr, Inc.	\$20,385.00	Unsecured
Boon Health LLC	\$4,260.00	Unsecured
Brex Inc.	\$175,205.60	Unsecured
Bryan Walsworth	\$720.00	Unsecured
Casarredo Manufacturing Co., Ltd	\$50,704.00	Unsecured
Cherry Bekaert LLP	\$5,051.00	Unsecured
Cobalt LLP	\$95.00	Unsecured
Connor Group International, LLC	\$19,110.18	Unsecured
Creative Office Interiors	\$24,569.94	Unsecured
Crown Staffing	\$47,985.31	Unsecured
CUTTING ROOM RECYCLING CORP.	\$7,549.82	Unsecured
Deliveright Logistics, Inc.	\$22,414.50	Unsecured
Devlin Building	\$1,601,275.69	Unsecured
DONGGUAN CITY YAOZHEN HARDWARE FURNITURE CO., LTD.	\$70,709.52	Unsecured
Estes Express Lines	\$3,692.33	Unsecured
Experian	\$2,936.48	Unsecured
Facebook	\$68,364.18	Unsecured
Fivetran Inc.	\$4,705.85	Unsecured
Flexport	\$425,707.29	Unsecured
FloorFound, Inc.	\$1,923.81	Unsecured
GLB SOLUTIONS	\$80,547.22	Unsecured
Greenhouse Software Inc.	\$5,780.18	Unsecured
GUOHAO FURNITURE (HUIZHOU) CO., LTD	\$35,158.00	Unsecured
Haining Qiangxin Furniture Co., LTD (Kasen)	\$73,480.00	Unsecured
Heritage Lighting	\$7,304.25	Unsecured
HUB TRUCK RENTAL CORP.	\$9,640.16	Unsecured
Impact Tech, Inc.	\$2,313.56	Unsecured
Industry City - Brooklyn	\$1,218,449.95	Unsecured
Jeffco Fibres, Inc.	\$11,400.00	Unsecured
Kara Schab	\$1,324.76	Unsecured
Katten Muchin Rosenman LLP	\$3,101.51	Unsecured
Koda Ltd	\$57,343.00	Unsecured
Lincoln International LLC	\$6,110.30	Unsecured

¹ Note: Down payment – services not yet performed.

Creditor Name	Claim Amount	Secured/ Unsecured
Louisville Distribution center	\$1,918,450.32	Unsecured
Lucid LLC	\$7,500.00	Unsecured
Manor & Mews PVT LTD	\$18,155.00	Unsecured
Mutesix LLC	\$24,201.48	Unsecured
Pachama Inc.	\$17,448.21	Unsecured
Pattern Interactive Inc.	\$1,891.90	Unsecured
Poppin Inc.	\$3,970.33	Unsecured
PricewaterhouseCoopers LLP	\$41,000.00	Unsecured
RAJ OVERSEAS	\$100,525.50	Unsecured
SAIA Motor Freight Line, LLC	\$1,517.57	Unsecured
SBA PPP Loan	\$389,761.00	Unsecured
Servicing Solutions LLC	\$4,500.00	Unsecured
TANCHENG MEITAI HOME PRODUCTS FUNISHING CO.,LTD (Meitai)	\$33,853.50	Unsecured
TFC PARTNERS LLC DBA FREIGHTCO	\$69,096.14	Unsecured
The Fastway Group, LLC	\$31,465.00	Unsecured
Total Quality Logistics	\$68,037.49	Unsecured
Transportation Commodities, Inc.	\$4,598.78	Unsecured
TriplePoint End of Term Lease	\$455,000.00	Unsecured
Uline, Inc.	\$5,424.84	Unsecured
Universal Waste Systems, Inc.	\$595.23	Unsecured
VentureCount LLC	\$1,000.00	Unsecured