

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Harbor Linen Holdings, LLC		06/16/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Harbor Linen, LLC
Street Address:	Eight Greenwich Office Park
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06831
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1636430	HARBOR HEALTHCARE
Registration Number:	3050316	SOFTIQUE
Registration Number:	3086878	ULTRA SOFT
Registration Number:	2832705	ADVANTA
Registration Number:	2767901	WONDER BLANKET
Registration Number:	2795746	CROWN IMPERIAL
Registration Number:	1294097	
Registration Number:	1294096	HARBOR LINEN
Serial Number:	77490278	GREEN GENERATION

CORRESPONDENCE DATA

Fax Number: (203)325-5001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2033255061
 Email: kdonohue@fdh.com

OP \$240.00 1636430

Correspondent Name: Kathleen Donohue, Finn Dixon & Herling
Address Line 1: 177 Broad Street
Address Line 4: Stamford, CONNECTICUT 06901

ATTORNEY DOCKET NUMBER:

1031.033

NAME OF SUBMITTER:

Kathleen A. Donohue

Signature:

/s/ Kathleen A. Donohue

Date:

10/21/2008

Total Attachments: 5
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "IP Assignment") is made and entered into as of this 16th day of June, 2008, by and between Harbor Linen Holdings, LLC, a Delaware limited liability company ("Assignor") and Harbor Linen, LLC, a Delaware limited liability company ("Assignee").

W I T N E S S E T H

WHEREAS, Assignor and Assignee are parties to that certain Asset Contribution Agreement, dated as of June 16, 2008 (the "Agreement"), pursuant to which Assignor has agreed to convey, transfer, assign, sell and deliver to Assignee the Contributed Assets in exchange for membership interests in Assignee as set forth in Schedule I of the Agreement; and

WHEREAS, Assignor and Assignee desire to evidence in writing the assignment of the intellectual property rights and property related to the Business under the Agreement by Assignor to Assignee.

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

Section 1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Agreement.

Section 2. Assignment by Assignor. Assignor hereby conveys, transfers, assigns, sells and delivers to Assignee all of its right title and interests in and to:

(a) Assignor's Intellectual Property, including, without limitation, the following, each listed on Schedule I hereto: (i) any servicemarks and/or trademarks (and any copyright, proprietary right and any other intellectual property right therein) in which it holds title or interest, (ii) all internet domain names (and any copyright, proprietary right and other intellectual property right therein) in which it holds title or interest, and (iii) certain other intellectual property;

(b) The goodwill of the Assignor's Business connected with the use of, and as symbolized by, such Intellectual Property; and

(c) All claims for damages by reason of past infringement thereof, whether arising prior to or subsequent to the date of this IP Assignment with the right to sue for, and collect the same, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, and in any other jurisdiction.

In each case, (i) free and clear of all Liens, except for Permitted Liens (or a valid leasehold or licensed interest therein in the case of leased or licensed property), subject to and in accordance with the Agreement and (ii) for its own use and benefit and for the use and benefit of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this IP Agreement not been made.

Section 3. Cooperation. Assignor shall execute any documents, including assignments of any existing patent, copyright or trademark rights or other forms of protection, and provide any assistance as is reasonably necessary to transfer the Intellectual Property, including assistance necessary to prepare, file and prosecute a patent application or to effectuate a registration of a copyright or trademark in and of the Intellectual Property in the United States or elsewhere in the world, in Assignee's name or the name of a third party, as directed by Assignee. Assignor shall provide such further assistance as is reasonably required for sustaining, reissuing or extending any patents or any letters patent based on any improvements to the Intellectual Property and shall provide testimony and evidence in cases of enforcement or interference.

Section 4. No Modification. This IP Assignment shall in no way modify, alter, amend, limit or expand the rights or obligations of any party as provided in the Agreement nor shall it be deemed to create any additional rights or obligations. In the event that any provision hereof conflicts or is inconsistent with any provision of the Agreement, the Agreement shall be deemed to control.

Section 5. Binding Effect. This IP Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Section 6. Waivers and Amendments. This IP Assignment may be amended, superseded, cancelled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by each of the parties hereto, or, in the case of a waiver, by the party waiving its respective rights.

Section 7. No Third Party Beneficiaries. This IP Assignment is for the sole benefit of the parties hereto and is not intended to benefit any other person or entity.

Section 8. Governing Law. This IP Assignment shall be governed and construed in accordance with the internal laws of the State of New Jersey, without regard to the conflicts of laws provisions thereof.

Section 9. Headings. The headings of this IP Assignment are for reference only, and shall not affect the interpretation of this IP Assignment.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this IP Assignment on the date first above written.

HARBOR LINEN HOLDINGS, LLC

By: 

Name: Earl E. Waxman

Title: Manager

HARBOR LINEN, LLC.

By: 

Name: Earl E. Waxman

Title: Manager

SCHEDULE I

TRADEMARKS		
Mark	Registration No./Application No.	Registration Date/Filing Date
HARBOR HEALTHCARE (and design)	1,636,430	February 26, 1991
SOFTIQUE	3,050,316	January 24, 2006
ULTRA SOFT	3,086,878	April 25, 2006
ADVANTA	2,832,705	April 13, 2004
WONDER BLANKET	2,767,901	September 23, 2003
CROWN IMPERIAL	2,795,746	December 16, 2003
DESIGN ONLY	1,294,097	September 11, 1984
HARBOR LINEN	1,294,096	September 11, 1984
GREEN GENERATION	77/490278	June 4, 2008
UNREGISTERED TRADEMARKS		
Total Line Control Management System	Cape Cod blanket	New General Bedding Collection
Convertible Collection	Dutchess Towels	Excellence Collection Towels
Imperial Towels	Imperial Shield	Imperial Comfort Soft
Malibu Stripe	New Generation Pillow	Noelle Table Linen
Omega	The Orchid Collection Towels	Pima Towel Collection
Queen's Towel Collection	Imperial Sentry	Sofisticate Bedspread
Soft & Downy Pillow	Sparkle gowns	Zone Pillow
Harbor Sof-zorb	Comfort Knit	Advanta Table Linen
Imperial Guard	Ultimate Knit	Crown Imperial Towels
Imperial Stripe	Ultracale	Ultra Soft Towels
Crosscheck	Everwear Blankets	Wonder Blanket
Design Line	Imperial Guardian	Wonder Robe
Imperial Designer Collection	Bronze Star Mattress Pads	New General Duvet
Silver Star Mattress Pads	Gold Star Mattress Pads	New General Blanket
New Generation Mattress Toppers	Bed Shield Waterproof Mattress Protector	
PATENTS		
Title	Registration No.	Registration Date
Weft knitted blanket fabric and method of manufacturing the same	6,745,600	June 8, 2004

Domain names:

HarborLinen.com
 HarborHospitality.com
 GlobalTextileIndustries.com

HarborCareAtHome.com.
HarborLinenStore.com.
HarborAtHome.com
BeadandBreakfastLinen.com
HotelAtHome.com.