

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373042

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blumenthal/Lansing Company, LLC		02/01/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Berwick Offray LLC		
Street Address:	2015 West Front Street		
City:	Berwick		
State/Country:	PENNSYLVANIA		
Postal Code:	18603		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3010641	BLUMENTHAL LANSING COMPANY	
Registration Number:	1183918	COSTUMAKERS	
Registration Number:	4365145	CRAFTER'S CAFÉ	
Registration Number:	2645493	FAVORITE FINDINGS	
Serial Number:	86615666	JHB	
Registration Number:	0504333	LA MODE	
Registration Number:	1125583	LOVELABELS	
Registration Number:	3240811	SHELLZ	
Registration Number:	2022896	WESTWATER ENTERPRISES	
CORRESPONDENCE DATA			
Fax Number:	9736247070		
<i>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.</i>			
Phone:	973-848-8308		
Email:	mfriscia@mccarter.com, kknoll@mccarter.com		
Correspondent Name:	Michael R. Friscia, Esq.		
Address Line 1:	MCCARTER & ENGLISH, LLP		
Address Line 2:	100 Mulberry Street, Four Gateway Center		
Address Line 4:	Newark, NEW JERSEY 07102		

CH \$240.00 3010641

ATTORNEY DOCKET NUMBER:	018094-BL
NAME OF SUBMITTER:	Michael R. Friscia
SIGNATURE:	/Michael R. Friscia/
DATE SIGNED:	02/12/2016

Total Attachments: 11

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ASSIGNMENT OF INTELLECTUAL PROPERTY

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, **BLUMENTHAL/LANSING COMPANY, LLC**, a Delaware limited liability company, with offices located at c/o Levcor International, Inc. 151 West 40th Street, New York, New York 10018, ("**Assignor**"), hereby contributes, assigns, conveys and transfers to **BERWICK OFFRAY LLC**, a Pennsylvania limited liability company, with offices located at 2015 West Front Street, Berwick, Pennsylvania 18603 ("**Assignee**"), its successors and assigns, absolutely and forever, free and clear of all liens, encumbrances, charges, pledges, security interests or restrictions, and together with the goodwill of the business associated therewith, the following intellectual property. Capitalized terms not otherwise herein defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement dated of even date herewith between Assignor, as seller and Assignee, as purchaser (the "Asset Purchase Agreement").

A. Trademarks: All right, title and interest of whatever kind Assignor may possess in and to the trademarks, trade names, service marks and logos set forth in Schedule IA and Schedule IB annexed hereto and forming a part hereof (collectively, the "Trademarks"), worldwide, whether statutory or at common law or otherwise, including all applications and registrations thereof, together with the goodwill of the business symbolized by the Trademarks, and the right to sue for, collect and retain all damages and profits and all other remedies for past infringements thereof. Assignor further assigns to Assignee the right to claim priority or other rights deriving from any trademark application by virtue of international convention, treaty, or otherwise.

B. Domain Names: All rights, title and interest in and to the Domain Names set forth in Schedule II (collectively, the "Domain Names"), together with all the goodwill associated therewith

C. Copyrights: All right, title and interest of whatever kind Assignor may possess, in and to including, but not limited to, all common law and statutory copyrights (the "Copyrights"), the right to register such copyrights, any and all renewals and extensions of such copyrights, all causes of action for any and all previously occurring infringements of the rights being assigned hereby, and the right to receive and retain the proceeds relating to such infringements, including but not limited to:

- (i) the websites having the URLs designations set forth in Schedule II (the "Websites"), all copyrightable elements and combination of elements contained or incorporated in the Websites, together with the goodwill, and any other proprietary rights relating to or associated with the Websites;
- (ii) all source code, object code, documentation (hard copy and electronic files), flowcharts, software programming tools, compilers, test routines and information, supporting files pertaining to the Websites, except with respect to

any third party tools or other third party applications forming part of the Websites; and

(ii) any and all advertising, marketing and promotional materials, fixtures, studies, reports and all other printed or written materials relating to or in connection with the Business.

D. Patents: Assignor has no patents and/or pending patent applications.

Assignor represents, warrants and covenants to Assignee as follows:

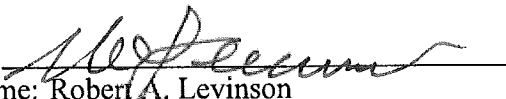
1. Assignor covenants not to use or display the Intellectual Property, or any mark confusingly similar thereto, anywhere in the world and further covenants not to contest or challenge the validity of the Intellectual Property, any applicable registrations thereof, or the ownership of the Intellectual Property by Assignee.
2. Assignor shall take whatever further action is deemed necessary or appropriate by Assignee to properly and completely effect the transfer to Assignee of all of the Trademarks, Domain Names and Copyrights including, without limitation, executing such further assignments of the Trademarks (including without limitation, a separate trademark assignment) as are deemed necessary or appropriate by Assignee in the event the transfer to Assignee of any pending applications for the Trademarks cannot be effected as of the date of this assignment.
3. Assignor authorizes the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States whose duty it is to record the trademark registrations, applications and title thereto, to record the Trademarks as the property of Assignee and to issue certificates of registration to Assignee in Assignee's name.
4. Solely to properly and completely effect the transfer to Assignee of the Trademarks and to maintain and protect the Trademarks, Assignor hereby constitutes and appoints each of the present and future managers and officers of Assignee as Assignor's true and lawful attorney-in-fact, with full power of substitution, to execute and make appropriate disposition of documents in Assignor's name, and to take whatever further action is necessary or advisable for these purposes. This appointment is irrevocable and coupled with an interest.

[Signature Follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment of Intellectual Property to duly executed and delivered as of the 1st day of February, 2016.

BLUMENTHAL/LANSING COMPANY LLC

By: Levcor International, Inc., sole Member

By: 
Name: Robert A. Levinson
Title: President and Chief Executive Officer

STATE OF NEW YORK)
:ss.:
COUNTY OF NEW YORK)

On the ~~1st~~ ^{31st January} day of ~~February~~, 2016, before me, the undersigned, personally appeared ROBERT A. LEVINSON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

SIMON GERSON
Notary Public, State of New York
Qualified in New York County
No. 31-02GE6081555
Commission Expires January 27, 2019

Schedule IA

TRADEMARKS

See Attached

Client: Levcor International

Applications and Registrations as of November 19, 2015

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
China (People's Republic Of)	KAJINKER	594232	3/14/2007	5942329	2/7/2010	REGISTERED

Rec. Owner: Blumenthal/Lansing Company

26: BUTTONS; LACE TRIMMINGS; EMBROIDERY; HAT ORNAMENTS [NOT OF PRECIOUS METAL]; TRIMMINGS FOR CLOTHING; HAIR ORNAMENTS.

China (People's Republic Of)	KAJINKER	6236951	8/23/2007	6236951	3/7/2010	REGISTERED
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Rec. Owner: Blumenthal/Lansing Company

8: HANDTOOLS FOR ATTACHING BUTTONS AND EMBELLISHMENTS TO A VARIETY OF SURFACES; RIVETERS; HANDTOOLS, HAND-OPERATED; HANDY PRESS MACHINE; EMBOSES; NAIL PUNCHES.

European Union	KAJINKER	5675509	2/8/2007	5675509	6/5/2008	REGISTERED
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Rec. Owner: Blumenthal/Lansing Company

8: HANDTOOLS USED FOR ATTACHING BUTTONS AND EMBELLISHMENTS TO A VARIETY OF SURFACES.

26: DECORATIVE BUTTONS AND EMBELLISHMENTS FOR USE IN HOME CRAFTING, NAMELY, ONE HOLE DECORATIVE BUTTONS FOR CLOTHING AND ONE HOLE ORNAMENTAL NOVELTY BUTTONS.

Japan	KAJINKER	2007-24005	3/19/2007	5119230	3/14/2008	REGISTERED
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Rec. Owner: Blumenthal/Lansing Company

26: ORNAMENTAL NOVELTY BADGES (BUTTONS); PATCHES FOR DECORATION OF TEXTILE ARTICLES (HABERDASHERY); APPLICATORS FOR ATTACHING BUTTONS AND EMBELLISHMENTS TO A VARIETY OF SURFACES.

Mexico	KAJINKER	1027507	2/9/2007	1027507	2/28/2008	REGISTERED
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Rec. Owner: Blumenthal/Lansing Company

26: BUTTONS AND EMBELLISHMENTS FOR USE IN SEWING NAMELY; LACE AND EMBROIDERY, RIBBONS, BRAID BUTTONS AND ARTIFICIAL FLOWERS.

Mexico	KAJINKER	1026783	7/11/2007	1026783	2/26/2008	REGISTERED
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Rec. Owner: Blumenthal/Lansing Company

8: APPLICATORS (MANUALLY OPERATED) ATTACHING BUTTONS AND EMBELLISHMENTS TO A VARIETY OF SURFACES.

Client: Levcor International

Applications and Registrations as of November 19, 2015

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
New Jersey	BUTTON SENSATIONS			22615	11/2/2006	REGISTERED

Rec. Owner: Blumenthal/Lansing Company

26: LACE AND EMBROIDERY, RIBBONS

New Jersey	GLAM IT UP			22468	4/12/2006	REGISTERED
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Rec. Owner: Blumenthal/Lansing Company

26: DECORATIVE TRIMMINGS AND EMBELLISHMENTS

New Jersey	ONE BIG BUTTON			22616	11/2/2006	REGISTERED
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Rec. Owner: Blumenthal/Lansing Company

26: LACE AND EMBROIDERY, RIBBONS

New York	GLAM IT UP			R30779	3/7/2006	REGISTERED
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Rec. Owner: Blumenthal/Lansing Company

26: DECORATIVE TRIMMINGS AND EMBELLISHMENTS

South Korea	KAJINKER	40-2007-8051	2/12/2007	40-0733139	1/4/2008	REGISTERED
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Rec. Owner: Blumenthal/Lansing Company

8: HAND-OPERATED APPLICATORS EQUIPPED WITH A NEEDLE FOR ATTACHING BUTTONS AND EMBELLISHMENTS TO A VARIETY OF SURFACES

26: BUTTON, ACCESSORIES, NOT OF PRECIOUS METAL OR JEWELLERY {FOR USE IN HOME SEWING AND CRAFTING}, LACE TRIMMINGS {FOR USE IN HOME SEWING AND CRAFTING}, FESTOONS (EMBROIDERY) {FOR USE IN HOME SEWING AND CRAFTING}, SKIRT FLOUNCES {FOR USE IN HOME SEWING AND CRAFTING}, FRILLS FOR CLOTHING {FOR USE IN HOME SEWING AND CRAFTING}, TRIMMINGS FOR CLOTHING {FOR USE IN HOME SEWING AND CRAFTING}, BRAIDS {FOR USE IN HOME SEWING AND CRAFTING}, BADGES {BUTTONS (ORNAMENTAL NOVELTY-) {FOR USE IN HOME SEWING AND CRAFTING}, ORNAMENTAL RIBBON {FOR USE IN HOME SEWING AND CRAFTING}, SPANGLES FOR CLOTHING {FOR USE IN HOME SEWING AND CRAFTING}

Taiwan	KAJINKER	096007005	2/9/2007	1300713	2/1/2008	REGISTERED
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Rec. Owner: Blumenthal/Lansing Company

8: HAND-OPERATED HAND TOOL APPLICATIONS FOR ATTACHING BUTTONS AND EMBELLISHMENTS TO A VARIETY OF SURFACES NAMELY CLOTH, FLEXIBLE RUBBER AND PLASTIC

26: BUTTONS AND EMBELLISHMENTS NAMELY SINGLE HOLED PLASTIC DECORATIONS IN ASSORTED SHAPES, COLOURS AND FINISHES FOR USE

Client: Levcor International

Applications and Registrations as of November 19, 2015

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
Thailand	KAJINKER	653303	2/14/2007	KOR269662	2/14/2007	REGISTERED

Rec. Owner: Blumenthal/Lansing Company

26: BUTTONS; LACE; ARTIFICIAL FLOWERS; FESTOONS; SILVER EMBROIDERY; TASSELS; BRAIDS; SEWING NEEDLES; BINDING NEEDLES; HOOKS AND PINS

United States	BLUMENTHAL LANSING COMPANY	78/366332	2/11/2004	3010641	11/1/2005	REGISTERED
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Rec. Owner: Blumenthal/Lansing Company

26: PACKAGED BUTTONS AND FINDINGS, NAMELY, DECORATIVE SHAPES MADE OF WOOD, PLASTIC, CERAMIC, GLASS, RIVETS, RIBBONS AND FABRIC, FOR CRAFTS, DECORATION AND SEWING.

35: WHOLESALE DISTRIBUTORSHIP FEATURING ARTS AND CRAFTS, BUTTONS, BUCKLES, FINDINGS, APPLIQUES, DOLLS, STUFFED ANIMALS AND HOLIDAY DECORATIONS

United States	COSTUMAKERS	256990	4/7/1980	1183918	12/29/1981	REGISTERED
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Rec. Owner: Blumenthal/Lansing LLC

26: GARMENT ACCESSORIES - NAMELY, APPLIQUES, SPANGLES, BEADS, CLOSURES-NAMELY, HOOKS AND EYES, BUCKLES, RING CLOSURES AND CHAIN AND BUTTON CLOSURES, BUTTONS

United States	CRAFTER'S CAFÉ	85/267539	3/15/2011	4365145	7/9/2013	REGISTERED
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Rec. Owner: Blumenthal/Lansing Company LLC

20: DECORATIVE ITEMS, NAMELY, DECORATIVE GLITTER

26: DECORATIVE EMBELLISHMENTS AND ITEMS, NAMELY, DECORATIVE CORDING, DECORATIVE CORDS, RIBBONS; CRAFT EMBELLISHMENTS AND ITEMS, NAMELY, ARTS AND CRAFTS FINDINGS IN THE NATURE OF FABRIC BOWS FOR CRAFTING, POMPOMS

United States	CRAFTER'S IMAGES	78/396292	4/5/2004	2986516	8/16/2005	REGISTERED
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Rec. Owner: Blumenthal/Lansing Company

24: FABRIC SHEETS FOR PRINTING OF ELECTRONIC IMAGES

United States	FAVORITE FINDINGS	76283647	7/11/2001	2645493	11/5/2002	REGISTERED
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Rec. Owner: Blumenthal/Lansing LLC

14: PACKAGED JEWELRY FINDINGS, NAMELY, DECORATIVE SHAPES MADE OF PEARL, RHINESTONE, METAL AND SEQUINS FOR CRAFTS, DECORATION AND SEWING

26: PACKAGED BUTTONS AND FINDINGS, NAMELY, DECORATIVE SHAPES MADE OF WOOD, PLASTIC, CERAMIC, GLASS, RIVETS, RIBBONS AND FABRIC, FOR CRAFTS, DECORATION AND SEWING

Client: Leveor International

Applications and Registrations as of November 19, 2015

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
United States	JHB & Design	86/615666	4/30/2015			FILED



Rec. Owner: Blumenthal/Lansing Company LLC

26: BUTTONS, BUCKLES, CLASPS, THIMBLES AND BARRETTES, LABELS, SEWING AIDS

42: DISTRIBUTORSHIP SERVICES IN THE FIELD OF BUTTONS, BUCKLES, CLASPS, THIMBLES, LABELS, SEWING AIDS AND THE LIKE

United States	LA MODE & DESIGN	531883	8/20/1947	504333	11/30/1948	REGISTERED
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Rec. Owner: Blumenthal/Lansing LLC

26: BUTTONS AND BUCKLES, NOT MADE OF PRECIOUS METALS.

United States	LOVELABELS	73/089133	6/2/1976	1125583	10/2/1979	REGISTERED
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Rec. Owner: Blumenthal/Lansing LLC

24: FABRIC LABELS FOR ATTACHMENT TO FABRIC GOODS SUCH AS CLOTHING, PILLOWS, HANDBAGS, STUFFED TOYS, AND THE LIKE, IN CLASS 24

United States	SHELLZ	77/006302	9/25/2006	3240811	5/8/2007	REGISTERED
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Rec. Owner: Blumenthal/Lansing Company

26: DECORATIVE CRAFT AND GARMENT BUTTONS FOR USE IN HOME SEWING AND CRAFTING

United States	WESTWATER ENTERPRISES (Stylized)	74619680	1/10/1995	2022896	12/17/1996	REGISTERED
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Rec. Owner: Blumenthal/Lansing Company LLC

16: ARTS AND CRAFTS PAINT SUPPLIES, NAMELY, PAINT BRUSHES

22: MULTI-PURPOSE CLOTH BAGS

28: DOLLS AND STUFFED TOYS; HOLIDAY DECORATIONS, NAMELY, CHRISTMAS STOCKINGS, AND STUFFED TOY EASTER RABBITS

42: WHOLESALE DISTRIBUTORSHIP FEATURING ARTS AND CRAFTS, DOLLS, STUFFED ANIMALS AND HOLIDAY DECORATIONS

Schedule IB

TRADEMARKS

Inactive or Abandoned Trademarks

74735332 2006026 18TH CENTURY (crochet thread)

~~74735639~~ ~~1995674~~ ~~BIG DEAL (crochet Tread)*~~

* Mark Assigned from Blumenthal / Lansing to Spinrite Inc. in Sept 1995

76283646 2594244 BUTTON CRAFTS BY LA MODE

74345824 1828371 BUTTON EYES

75508350 2268957 CRAFTER'S SELECT

75873429 2404251 FROM GRANDMA'S HEART

77000340 3281377 GLAM IT UP

77006289 3281396 GLITZ

77102567 3311485 KA-JINK

77102564 3311484 KA-JINK IT

77006296 3296242 KA-JINKER

77103945 3316766 KA-JINKER

72155366 0756485 LE CHIC

~~71253704~~ ~~0237163~~ ~~LILY*~~

*Cancellation action filed against registration; registration cancelled because registrant surrendered the registration.

75016760 LILY ANTIQUE

75016758 LILY DAISY

74735636 1999873 LILY FROST-TONE

78191164 2851993 PAWZ BECAUSE

75292399 REMEMBER WHEN ... EMBELLISHMENTS BY LAMODE

75980347 2511870 RUBBA RAGEOUS

75467383 2276762 SPELL-A-BRATIONS (toys)

75508351 2283026 TRENA'S TRINKETS

78372876 2999180 TWINKLE TAPE

Schedule II

DOMAIN NAMES

- Blumenthalgroup.com (test)
- Blumenthallansing.com
- Blumenthalstore.com
- Buttoncouture.com
- Buttonlibrary.com
- Buttonlovers.com
- Buttonpedia.com
- Lansingbuttons.com
- Buttons.com