

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378414

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilton Armetale, Inc.		03/07/2016	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Gordon Brothers Commercial & Industrial, LLC
Street Address:	800 Boylston Street, 27th Floor
Internal Address:	Prudential Tower
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02199
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3216637	GOURMET
Registration Number:	2810713	REGGAE
Registration Number:	3720021	INSPIRATIONS
Registration Number:	2373687	AMERICAN INSPIRATIONS
Registration Number:	2262372	ELEGANT. YET, SO PRACTICAL.
Registration Number:	1850469	DESIGNER SERIES
Registration Number:	1897896	WILTON ARMETALE
Registration Number:	1370949	ARMETALE
Registration Number:	1042092	ARMETALE
Registration Number:	1040944	COUNTRY FRENCH
Registration Number:	1028569	RWP
Registration Number:	1003748	RWP
Registration Number:	0997325	RWP
Registration Number:	0883160	ARMETALE
Registration Number:	0884447	RWP
Registration Number:	0867174	RWP

OP \$415.00 3216637

CORRESPONDENCE DATA**Fax Number:** 6172484000*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:** 617-248-5000**Email:** tadmin@choate.com**Correspondent Name:** Daniel L. Scales**Address Line 1:** Two International Place**Address Line 2:** Choate, Hall & Stewart LLP**Address Line 4:** Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2009973.0040
NAME OF SUBMITTER:	Daniel L. Scales
SIGNATURE:	/Daniel L. Scales/
DATE SIGNED:	03/29/2016

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS AND APPLICATIONS FOR TRADEMARKS

This Assignment of Trademarks and Applications for Trademarks (this “Trademark Assignment”) is effective as of March 7, 2016 and is between Wilton Armetale, Inc., a Pennsylvania corporation (the “**Assignor**”) and Gordon Brothers Commercial & Industrial, LLC, a Delaware limited liability company (the “**Assignee**”).

WHEREAS, the Assignor is the owner of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (referred to as the “**Marks**”);

WHEREAS, in connection with the execution of that Asset Purchase Agreement and Bill of Sale, dated as of the date hereof, by and among the Assignor and the Assignee (the “**Purchase Agreement**”), the Assignor has agreed to transfer all of its right, title and interest in and to the Marks to the Assignee; and

WHEREAS, the Assignor desires to assign all of its right, title and interest in and to the Marks to the Assignee and the Assignee desires to acquire the Marks.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns all of the Assignor’s right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of the Assignor’s business to which the Marks pertains, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for the Assignee’s own use and enjoyment, and for the use and enjoyment of the Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the “**Commissioner**”), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over the Marks, to record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to the Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Marks.

4. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

5. This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements executed and to be performed solely within such State. Any judicial proceeding arising out of or relating to this Trademark Assignment shall be brought in the courts of the State of Delaware, and, by execution and delivery of this Trademark Assignment, each of the parties to this Trademark Assignment accepts the exclusive jurisdiction of such courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Trademark Assignment. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

6. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

7. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS TRADEMARK ASSIGNMENT.


8. The Assignor and the Assignee agree that this Trademark Assignment is subject to the terms and conditions of the Purchase Agreement, including without limitation the representations, warranties, covenants, exclusions and indemnities set forth therein, and that this Trademark Assignment shall not be deemed to limit, enlarge or extinguish any obligation of the Assignor or the Assignee under the Purchase Agreement, all of which obligations shall survive the delivery of this Trademark Assignment in accordance with the terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

* * *

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

WILTON ARMETALE, INC.

By: 
Name: JUAN G. JEFFREY
Title: CEO

ASSIGNEE:

**GORDON BROTHERS COMMERCIAL &
INDUSTRIAL, LLC**

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.


ASSIGNOR:

WILTON ARMETALE, INC.

By: _____
Name:
Title:

ASSIGNEE:

GORDON BROTHERS COMMERCIAL &
INDUSTRIAL, LLC

By: 
Name: Jim Lightburn
Title: Managing Director

{Signature Page to Trademark Assignment}

Schedule A

Trademark Registrations

<u>Trademark</u>	<u>Status</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
GOURMET	Live	78674112	3216637	03/06/2007
REGGAE	Live	78226258	2810713	02/03/2004
INSPIRATIONS	Live	78092940	3720021	12/01/2009
AMERICAN INSPIRATIONS	Live	75515797	2373687	08/01/2000
ELEGANT. YET, SO PRACTICAL.	Live	75400286	2262372	07/20/1999
DESIGNER SERIES	Live	74370728	1850469	08/16/1994
WILTON ARMETALE	Live	74341193	1897896	06/06/1995
ARMETALE	Live	73519113	1370949	11/19/1985
ARMETALE	Live	73053546	1042092	06/29/1976
COUNTRY FRENCH	Live	73045525	1040944	06/08/1976
RWP	Live	73033001	1028569	12/30/1975
RWP	Live	73008752	1003748	02/04/1975
RWP	Live	73008751	0997325	11/05/1974
ARMETALE	Live	72304526	0883160	12/30/1969
RWP	Live	72304524	0884447	01/20/1970
RWP	Live	72304523	0867174	03/25/1969