

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Holliston Mills, Inc.		08/17/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Holliston LLC
<b>Street Address:</b>	P. O. Box 478
<b>City:</b>	Kingsport
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37662
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 31**

Property Type	Number	Word Mark
Registration Number:	1521761	KENNETT
Registration Number:	1495068	ARRESTOX
Registration Number:	2973616	ABRASITUFF
Registration Number:	0509338	ALIBI
Registration Number:	1495067	CENTENNIAL
Registration Number:	2643252	CORINTHIAN
Registration Number:	2965343	DATA-MATE
Registration Number:	2414410	DECOR SHADELIN
Registration Number:	1495069	DEVON
Registration Number:	2111282	DIGITEX
Registration Number:	1648846	ENVIRO-MATE
Registration Number:	0509874	ESSEX
Registration Number:	1648190	GALAXY
Registration Number:	0509875	GRANADA

**OP \$790.00 1521761**

Registration Number:	2219531	ICG
Registration Number:	3119254	ICG HOLLISTON
Registration Number:	0509876	IDEAL
Registration Number:	2961547	IMPERIUM
Registration Number:	0508195	IMPREGLIN
Serial Number:	77086654	IMPRESSIONS
Registration Number:	1651928	LINEN-SET
Registration Number:	3163446	LUMINAIRE
Registration Number:	3036642	NOUVELLE
Registration Number:	1849349	OPTIMA
Registration Number:	2113032	PEARL LINEN
Serial Number:	77171913	PERFORMANCE 7
Serial Number:	77171901	PERFORMANCE 9
Registration Number:	1515338	HOLLISTON
Registration Number:	0984027	ROXITE
Registration Number:	3017518	STURDITE
Serial Number:	77116318	SECURE-MATE

**CORRESPONDENCE DATA**

Fax Number: (215)981-4750  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (215) 981-4547  
Email: leonardm@pepperlaw.com  
Correspondent Name: Michael J. Leonard, Esquire  
Address Line 1: Eighteenth & Arch Streets  
Address Line 2: 3000 Two Logan Square  
Address Line 4: Philadelphia, PENNSYLVANIA 19103-2799

ATTORNEY DOCKET NUMBER:	128349.6
NAME OF SUBMITTER:	Michael J. Leonard, Esquire
Signature:	/michael leonard/
Date:	08/23/2007

**Total Attachments: 7**

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## **INTELLECTUAL PROPERTY ASSIGNMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is made and entered into this \_\_\_\_ day of August 2007, by and between THE HOLLISTON MILLS, INC., a corporation organized under the laws of the State of Delaware, (the "Assignor") and HOLLISTON LLC (f/k/a HOLLISTON ACQUISITION COMPANY LLC), a limited liability company formed under the laws of the State of Delaware, (the "Assignee").

WHEREAS, pursuant to an Asset Purchase Agreement dated as of May 21, 2007, by and between Assignor and Assignee, (the "Asset Purchase Agreement"), Assignor agreed to irrevocably assign to Assignee the entire right, title and interest in and to the Intellectual Property (as defined below);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Asset Purchase Agreement and intending to be legally bound hereby, the parties hereto agree as follows:

### **DEFINITIONS**

All undefined, capitalized terms used herein shall have the meaning given to them in the Asset Purchase Agreement. Additionally, the following definitions shall apply to this Assignment:

"Copyrights" means all copyrights, including without limitation moral rights and rights of attribution and integrity, copyrights in software and in the content contained on any web site, and registrations and applications for any of the foregoing, and rights to sue for past infringement thereof, including, without limitation, the registrations set forth on Schedule A.

"Intellectual Property" means Copyrights, Patents, Trademarks and Trade Secrets owned or used by Assignor or held for use in the Business.

"Trademarks" means all trademarks, service marks, trade names, domain names, brand names, corporate names, designs, logos, emblems, signs or insignia, slogans, other similar designations of source or origin and general intangibles of like nature, together with goodwill of the business symbolized by any of the foregoing, registrations and applications relating to any of the foregoing, and rights to sue for past infringement thereof, whether foreign or domestic, including, without limitation, the trademarks, service marks, trade names and domain names set forth on Schedule B.

"Trade Secrets" means all trade secrets including, without limitation, trade secrets of the following nature: financing and marketing information, technology, know-how, inventions, proprietary processes, formulae, algorithms, models and methodologies, and rights to sue for past infringement.

### **COPYRIGHTS**

1. Assignor hereby sells, assigns and transfers to Assignee all right, title and interest, in and to the Copyrights, including but not limited to renewal rights therein, the right to

obtain registrations of the Copyrights in the United States, Canada and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

2. In case any further action is reasonably necessary to consummate more effectively the transactions contemplated by this Assignment in accordance with the terms and conditions of this Assignment, each of the parties will take such further action as the other party reasonably may request.

### **TRADEMARKS**

3. Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business that is symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States, Canada and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

4. In case any further action is reasonably necessary to consummate more effectively the transactions contemplated by this Assignment in accordance with the terms and conditions of this Assignment, each of the parties will take such further action as the other party reasonably may request.

### **TRADE SECRETS**

5. Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Trade Secrets, including, but not limited to the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name.

6. Assignor agrees that, if applicable, it will reasonably assist Assignee in acquiring and maintaining any available protections for, and confirming Assignee's title to, the Trade Secrets, at Assignee's sole expense.

### **GENERAL**

7. Entire Agreement. This Assignment and the Asset Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.

8. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and permitted assigns.

9. Governing Law. This Assignment shall be governed by and construed under the laws of the State of Delaware, excluding any conflicts of laws or principle that might refer the governance or construction of this Assignment to the law of another jurisdiction.

10. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

11. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.


**SELLER:**

THE HOLLISTON MILLS, INC.

By: \_\_\_\_\_  
Name:  
Title:

**BUYER:**

HOLLISTON LLC

By:   
Name: LAWRENCE C. MASTON  
Title: PRESIDENT & CEO

10. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

11. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

**SELLER:**

THE HOLLISTON MILLS, INC.

By: 

Name: *James D. Neidhart*

Title: *Chief Restructuring Officer*

**BUYER:**

HOLLISTON LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE A**

**COPYRIGHT REGISTRATIONS**

**United States – Holliston Mills, Inc.**

<b>TITLE</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
Color Me Challenging	TX-1-946-201	12/8/1986



**SCHEDULE B****TRADEMARKS****US Trademarks – THE HOLLISTON MILLS, INC.**

<b>TRADEMARK</b>	<b>SERIAL NO./ REG. NO.</b>	<b>FILING DATE/ REG. DATE</b>
ABRASITUFF	2,973,616	7/19/05
ALIBI (Stylized)	509,338	5/3/49
ARRESTOX	1,495,068	7/5/88
CENTENNIAL	1,495,067	7/5/88
CORINTHIAN	2,643,252	10/29/02
DATA-MATE	2,965,343	7/5/05
DECOR SHADELINE	2,414,410	12/19/00
DEVON	1,495,069	7/5/88
DIGITEX	2,111,282	11/4/97
ENVIRO-MATE	1,648,846	6/25/91
ESSEX (Stylized)	509,874	5/17/49
GALAXY	1,648,190	6/18/91
GRANADA (Stylized)	509,875	5/17/49
HOLLISTON & Design	1,515,338	12/6/88
ICG & Design	2,219,531	1/19/99
ICG HOLLISTON & Design	3,119,254	7/25/06
IDEAL (Stylized)	509,876	5/17/49
IMPERIUM	2,961,547	6/7/05
IMPREGLIN	508,195	4/5/49
IMPRESSIONS	77/086,654	1/19/07
KENNETT	1,521,761	1/24/89
LINEN-SET	1,651,928	7/23/91
LUMINAIRE	3,163,446	10/24/06
NOUVELLE	3,036,642	12/27/05
OPTIMA	1,849,349	8/9/94
PEARL LINEN	2,113,032	11/11/97
PERFORMANCE 7	77/171,913	5/3/07
PERFORMANCE 9	77/171,901	5/3/07
ROXITE	984,027	5/14/74
STURDITE	3,017,518	11/22/05

**US Trademarks – ICG/Holliston**

<b>TRADEMARK</b>	<b>SERIAL NO.</b>	<b>FILING DATE</b>
SECURE-MATE	77/116,318	2/26/07

**SCHEDULE B**

**TRADEMARKS**

**Foreign Trademarks – Industrial Coatings Group, Inc.**

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
CORINTHIAN	Canada	TMA602,977	2/23/04
ENVIRO-BUCKRAM	Canada	TMA431,845	8/12/94

**Common Law Trademarks**

<b>TRADEMARK</b>
ADMIRAL
ANCHOR
GOLD SEAL
HOLIFLEX
KENLAM
KRINKLE KRAFT
PLASTUSA
RED SEAL
UTILITY
ESSEX
GRANADA

**Domain Name Registration – Holliston Mills, Inc.**

<b>DOMAIN NAME</b>
holliston.com

**Domain Name Registration – ICG Holliston**

<b>DOMAIN NAME</b>
icgholliston.com