

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
Pisgah Yarn and Dyeing Company		02/25/2011	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Spinrite Limited Partnership		
Street Address:	320 Livingstone		
City:	Listowel		
State/Country:	CANADA		
Postal Code:	N4W3H3		
Entity Type:	LIMITED PARTNERSHIP: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	74718253	PEACHES & CREME	
CORRESPONDENCE DATA			
Fax Number:	(312)980-0765		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	mhoffman@ngelaw.com		
Correspondent Name:	Lee J. Eulgen		
Address Line 1:	Neal Gerber & Eisenberg LLP		
Address Line 2:	Two North LaSalle Street		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	18374.43T1		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

CH \$40.00 74718253

900185429

**TRADEMARK
 REEL: 004489 FRAME: 0411**

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Lee J. Eulgen

Signature:

/Lee J. Eulgen/

Date:

03/03/2011

Total Attachments: 5

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TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT is effective as of February 25, 2011 (the "Effective Date"), by and between Pisgah Yarn and Dyeing Company, Inc. a North Carolina corporation with a place of business at 550 Orchard Street, Old Fort, North Carolina 28762 ("Assignor"), and Spinrite Limited Partnership, a limited partnership organized under the laws of Canada with a place of business at 320 Livingstone, Listowel, N4W3H3, Canada ("Assignee").

RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in the domain name www.elmore-pisgah.com (the "Domain Name") and the trademarks identified on Schedule A attached hereto, including all applications and registrations therefor, all common law rights therein in any jurisdiction, and all goodwill associated with and symbolized thereby (collectively, the "Trademarks"); and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Domain Name and the Trademarks including without limitation all common law rights therein in any jurisdiction, and all goodwill associated therewith and symbolized thereby.

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and conveyed, and does hereby sell, assign, transfer and convey to Assignee, its successors, legal representatives and assigns, all right, title and interest in, to, and under the Domain Name and the Trademarks, including without limitation: (i) all common law rights therein in any jurisdiction; (ii) all goodwill associated therewith and symbolized thereby; (iii) the right to further assign and/or to license any and all right, title and interest in and to the Domain Name and the Trademarks; and (iv) the right to sue and collect damages for past infringement of the Trademark by any third party. This assignment is being made in compliance with Section 10 of the U.S. Trademark Act, 15 U.S.C. Section 1060.

Assignor hereby authorizes and requests the Commissioner of Trademarks to record Assignee as the owner of the Trademarks and to issue all registrations for said Trademarks to Assignee, for the sole use and enjoyment of Assignee, its successors, legal representatives and assigns. Assignor hereby authorizes and requests the applicable domain name registrar to record Assignee as the registrant of the Domain Name and will assist as requested by Assignee with the transfer of the Domain Name including executing any additional documents as may be reasonably necessary or desirable to confirm the assignment of the Domain Name without charge. Assignor further agrees to execute any additional documents as may be reasonably necessary or desirable to confirm the assignment of the Trademarks to Assignee without charge; provided, however, that any costs associated with preparing and recording such additional documents shall be borne exclusively by Assignee.

Assignor represents and warrants that it is the exclusive owner of all right, title and interest in and to the Domain Name and the Trademarks, has no knowledge as to any liens, encumbrances, claims and assignments with respect to the Domain Name and the Trademarks, and has the authority to assign all right, title, and interest in, to, and under the Domain Name and the Trademarks to Assignee.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark and Domain Name Assignment as of the Effective Date.

ASSIGNOR:

**PISGAH YARN AND DYEING
COMPANY, INC.**

By: Harold J. Lovon, Jr.
Name: Harold J. Lovon, Jr.
Title: President

ASSIGNEE:

SPINRITE LIMITED PARTNERSHIP

By its General Partner, Spinrite GP Inc.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark and Domain Name Assignment as of the Effective Date.

ASSIGNOR:

**PISGAH YARN AND DYEING
COMPANY, INC.**

By: _____

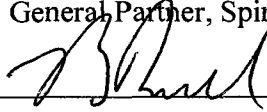
Name: _____

Title: _____

ASSIGNEE:

SPINRITE LIMITED PARTNERSHIP

By its General Partner, Spinrite GP Inc.

By: 

Name: RYAN NEWELL

Title: PRESIDENT

SCHEDULE A

Registered Marks

<u>Trademark</u>	<u>Status</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
PEACHES & CREME	Registered	74/718,253	08/21/1995	2,028,410	01/07/1997

Common Law Marks

AMERICA'S BEST
HONEYSUCKLE YARNS
PISGAH YARN AND DYEING COMPANY, INC.

PEACHES & CREME Design



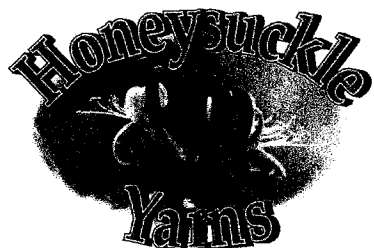
AMERICA'S BEST & FLAG Design #1



AMERICA'S BEST & FLAG Design #2



HONEYSUCKLE YARNS & Design



PISGAH YARN AND DYEING COMPANY, INC. & Design

