

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
Garnier-Thiebaut, Inc.		04/05/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	HLL Linens Limited		
Street Address:	Walker Road		
Internal Address:	2d Floor, Darwen House, Walker Industrial Estate		
City:	Blackburn, Lancashire		
State/Country:	UNITED KINGDOM		
Postal Code:	BB1 2QE		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3625394	HILDEN	
CORRESPONDENCE DATA			
Fax Number:	(703)451-8557		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-451-9001		
Email:	jmichaelslocum@slocumboddie.com		
Correspondent Name:	J. Michael Slocum		
Address Line 1:	6225 Brandon Ave.		
Address Line 2:	Suite 310		
Address Line 4:	SPRINGFIELD, VIRGINIA 22150		
ATTORNEY DOCKET NUMBER:	2011-04-29 GARNIER ASSN		
DOMESTIC REPRESENTATIVE			
Name:	Lisa Fullerton		
Address Line 1:	11 Bennett Avenue		

OP \$40.00 3625394

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**TRADEMARK
 REEL: 004531 FRAME: 0384**

Address Line 4: Huntington station, NEW YORK 11748

NAME OF SUBMITTER:

J. Michael Slocum

Signature:

/J Michael Slocum/

Date:

04/29/2011

Total Attachments: 6

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DATED

2011

- (1) Garnier-Thiebaut, Inc.
- (2) HLL Linens Limited

TRADEMARK ASSIGNMENT

THIS AGREEMENT is made on

5th April.

2011

BETWEEN

1. **Garnier-Thiebaut, Inc.** a company incorporated in the USA and whose principal place of business is at 2201 S Fern Street, Arlington, Virginia 22202, and whose registered office address is at c/o Slocum & Boddie, PC, 6225 Avenue. Suite 310, Springfield VA 22150 (**the "Assignor"**); and
2. **HLL Linens Limited** a company incorporated in England and Wales with company number 06603416 and whose registered office address is at 2nd Floor, Darwen House, Walker Industrial Estate, Walker Road, Guide, Blackburn, Lancashire BB1 2QE (**the "Assignee"**)

BACKGROUND

- (A) Hilden America registered the Hilden Trademark on or about May 26, 2009.
- (B) Hilden America assigned the Hilden Trademark to the Assignor on December 1, 2010 (recorded at the USPTO on December 22, 2010).
- (C) The Assignor wishes to assign the Hilden Trademark to the Assignor, reserving certain exclusive rights to use the Name in the Territory.

DEFINITIONS

In this Agreement and the Background section above, the following expressions have the following meanings unless inconsistent with the context:

"Business Day"

any day other than Saturday and Sunday or a bank or public holiday in England or a bank or Federal Holiday in the United States of America;

"Confidential Information"

all secret or not generally known information or all information not easily accessible by others or of a commercially sensitive nature concerning the business of a Party, which the other Party obtains from the disclosing Party (including information which is communicated orally or by demonstration). Such information may include, without limitation, ideas, price lists, plans, customer lists or details, marketing plans, supplier information, product cost data, systems, business information and computer software;

"Hilden America"

Hilden America Inc. a company incorporated in the USA and whose principal place of business is at New York 2201 S Fern Street, Arlington, Virginia 22202, and whose registered office address is at c/o Slocum & Boddie, PC, 6225 Avenue. Suite 310, Springfield VA 22150;

"Hilden America Trademark"	the US trademark in respect of the mark "Hilden America" registered with Registration Number 3827903;
"Hilden Trademark"	the US trademark in respect of the mark "Hilden" registered with Registration Number 3625394;
"Name"	Hilden;
"Party"	the Assignor or the Assignee;
"Termination and Release Agreement"	the termination and release agreement made between the Assignee and Hilden America effective from March 1, 2011;
"Territory"	USA, Canada and the Caribbean; and
"USPTO"	the United States Patent and Trademark Office.

1. **ASSIGNMENT**

1.1 In consideration of the Assignee entering into the Termination and Release Agreement, the Assignor hereby assigns absolutely to the Assignee with full title guarantee the Hilden Trademark, together with:

- 1.1.1 the goodwill attaching to the Hilden Trademark but not the goodwill of the business in which the Hilden Trademark has been used by the Assignor or Hilden America in the Territory;
- 1.1.2 all rights, powers, liberties and immunities arising or accrued from them including all statutory and common law rights and the right to sue for damages and other remedies in respect of infringement of such rights and to retain any such damages; and
- 1.1.3 the right to apply for, prosecute and obtain registered trade marks or similar protection throughout the world in respect of the Name.

1.2 The Assignee agrees not to oppose the Assignor's or Hilden America's use of the Name in conjunction with the **Hilden America Trademark**.

2. **PERMISSION TO USE/LIMITS**

The Assignor shall not during the period of this Agreement, apply anywhere in the world to register any trademarks which are identical or similar to the Name or to the Hilden Trademark, or otherwise register or attempt to register any copyright or design right which is identical or similar to the Name or the Hilden Trademark. The Assignee agrees that it will not oppose the Assignor's use of **the Hilden America Trademark** for any purpose in the Territory.

3. **INFRINGEMENTS**

- 3.1 Each Party shall promptly report to the other Party particulars of any use by any third party of a trade name, trademark, domain name or get-up of goods or mode of advertising which might infringe the Name and/or the Hilden Mark or amount to unfair competition or passing off at common law.
- 3.2 Each Party shall give such reasonable assistance to the other Party, at the other Party's reasonable cost, as may be reasonably required to protect the Name and/or the Hilden Mark.

4. **WARRANTIES AND UNDERTAKINGS**

- 4.1 The Assignor warrants to the Assignee as follows in respect of the Hilden Trademark:
 - 4.1.1 that all fees have been paid to the USPTO;
 - 4.1.2 that neither the Assignor or Hilden America has appointed any licensees of the Hilden Trademark or given any third party any permission to use the Hilden Trademark;
 - 4.1.3 the Assignor is not aware of any use by any third party of the Hilden Trademark which would constitute infringement or misappropriation of the Hilden Trademark; and
 - 4.1.4 that at the request and reasonable cost of the Assignee, the Assignor shall at all times do all such acts and execute all such documents as may reasonably be necessary or desirable to secure the vesting in the Assignee of all rights assigned to the Assignee under this Agreement. The Assignor agrees that it shall file this Agreement at the USPTO promptly following execution by the Parties.

5. **REGISTRATION OF THIS AGREEMENT**

The Assignee may by itself or by its authorised agent apply to the appropriate authorities to record or register this Agreement in the registers of trademarks of the countries in the Territory.

6. **CONFIDENTIALITY**

- 6.1 A Party agrees to keep confidential and use solely for the purposes of this Agreement all Confidential Information obtained from the other pursuant to and in the course of this Agreement and in doing so it shall use at least the same degree of care as it uses to protect its own Confidential Information. This confidentiality obligation shall not extend to Confidential Information which:
 - 6.1.1 has ceased to be secret without default on the recipient's part; or
 - 6.1.2 was already in the recipient's possession prior to disclosure by the provider; or
 - 6.1.3 has been received from a third party who did not acquire it in confidence; or

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6.1.4 is required to be disclosed by law or a regulatory authority, provided that prior to disclosure it notifies the other Party of the need for such disclosure to give such Party the opportunity to prevent or minimise any disclosure.

6.2 The obligations of confidentiality under this clause 6 shall continue indefinitely.

7. **SEVERABILITY**

If any of the provisions, or any part of any provision, of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remaining provisions, or the remaining part of any provision, will not be prejudiced unless the substantive purpose of this Agreement is then frustrated, in which case a Party may terminate this Agreement on written notice or the parties shall negotiate in good faith to amend or modify the provisions and terms of this Agreement as may be necessary.

8. **ENTIRE AGREEMENT/RELIANCE ON REPRESENTATIONS**

This Agreement, together with any documents referred to in this Agreement, constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes all prior communications, drafts, agreements, representations (other than those made fraudulently), warranties, stipulations, undertakings and agreements of whatsoever nature, whether oral or written, between the parties.

9. **VARIATIONS**

No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of a Party by a director or any other duly authorised officer.

10. **WAIVER**

The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

11. **THIRD PARTIES**

A person who is not a Party to this Agreement has no right to rely upon or enforce any term of this Agreement.

12. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by English law and subject to the non-exclusive jurisdiction of the English courts.

13. **NOTICES**

13.1 Any demand, notice or other communication given or made under or in connection with this Agreement shall be in writing and shall be given to the Assignee or to the Assignor, as the case may be, either by post or air mail as appropriate) or appropriately addressed as follows:

Assignee	Assignor
Darwen House Walker Industrial Park Blackburn Lancashire BB1 2QE	2201 S Fern Street Arlington Virginia 22202 Toll Free 888.812.6670 Ext 108 Fax 703.920.2441

or to such other destination as a Party may from time to time designate by notice to the other.

13.2 Notices and communications so designated, shall be deemed to have been duly given or made if sent by airmail, two Business Days after posting.

13.3 Where in accordance with the above provisions any notice or communication would otherwise be deemed to be given or made on a day which is not a Business Day, or after 4.00 pm on a Business Day, such notice or other communication shall be deemed to be given or made at 9.00 am on the next Business Day.

14. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, and by the parties on separate counterparts, each of which so executed and delivered shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

GARNIER-THIEBAUT, INC.

By:

Printed Name: Jean-Phillippe Krukowicz
Title: President

HLL LINENS, LIMITED

By:

Printed Name: Laurie Thomas
Title: Group Managing Director

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