

**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   |                             |                       |
| <b>CONVEYING PARTY DATA</b>      |  |                             |                       |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b>       | <b>Entity Type</b>    |
| RUSSELL-NEWMAN, INC.             |  | 07/13/2011                  | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                             |                       |
| <b>Name:</b>                     | MONARCH TOWEL COMPANY, INC.  |                             |                       |
| <b>Street Address:</b>           | 737 Cortland Street  |                             |                       |
| <b>City:</b>                     | Perth Amboy  |                             |                       |
| <b>State/Country:</b>            | NEW JERSEY   |                             |                       |
| <b>Postal Code:</b>              | 08861  |                             |                       |
| <b>Entity Type:</b>              | CORPORATION: NEW JERSEY  |                             |                       |
| <b>PROPERTY NUMBERS Total: 6</b> |  |                             |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>            |                       |
| <b>Serial Number:</b>            | 74532588   | CYPRESS                     |                       |
| <b>Serial Number:</b>            | 85142816   | CYPRESS                     |                       |
| <b>Serial Number:</b>            | 85146808   | CYPRESS GREEN               |                       |
| <b>Serial Number:</b>            | 85147303   | CYPRESS WELLNESS            |                       |
| <b>Serial Number:</b>            | 85201738   | CYPRESS EVERYDAY ESSENTIALS |                       |
| <b>Serial Number:</b>            | 85146813   | CYPRESS LUXE                |                       |
| <b>CORRESPONDENCE DATA</b>       |  |                             |                       |
| <b>Fax Number:</b>               | (732)726-6603  |                             |                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                             |                       |
| <b>Phone:</b>                    | 7327267474   |                             |                       |
| <b>Email:</b>                    | aleone@wilentz.com   |                             |                       |
| <b>Correspondent Name:</b>       | Alyson M. Leone, Esq.  |                             |                       |
| <b>Address Line 1:</b>           | 90 Woodbridge Center Drive   |                             |                       |
| <b>Address Line 2:</b>           | Wilentz, Goldman & Spitzer, P.A.   |                             |                       |
| <b>Address Line 4:</b>           | Woodbridge, NEW JERSEY 07095   |                             |                       |

**OP \$165.00 74532588**

|  |                       |
|--|-----------------------|
| ATTORNEY DOCKET NUMBER:  | 156606.001            |
| NAME OF SUBMITTER:   | Alyson M. Leone, Esq. |
| Signature:   | /aml/                 |
| Date:  | 07/28/2011            |
| Total Attachments: 8<br>source=RUSSEL#page1.tif<br>source=RUSSEL#page2.tif<br>source=RUSSEL#page3.tif<br>source=RUSSEL#page4.tif<br>source=RUSSEL#page5.tif<br>source=RUSSEL#page6.tif<br>source=RUSSEL#page7.tif<br>source=RUSSEL#page8.tif |                       |

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made effective as of the 13th day of July, 2011 by RUSSELL-NEWMAN, INC., a Delaware corporation ("Assignor"), in favor of MONARCH TOWEL COMPANY, INC., a New Jersey corporation ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the registered Trademarks and Trademark Applications listed on Schedule A attached hereto (the "Marks"); and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor hereby irrevocably and forever assigns, grants, conveys and transfers to Assignee, free and clear of all known liens and encumbrances (other than liens granted in connection with lending arrangements with The CIT Group/Commercial Services, Inc. and Plainfield Specialty Holdings II Inc. (the "Lender Liens"), which, to Assignor's knowledge, are being released pursuant to Trademark Releases dated as of the date hereof), all of Assignor's right, title and interest in and to the Marks, together with the goodwill of Assignor's business appertaining to and/or symbolized thereby, and all trademark and other rights associated with the Marks, which, in each case, Assignor may have now or in the future, including all of Assignor's rights to income, royalties, damages and payments now or hereafter due or payable in the respect to the Marks and all causes of action (either in law or in equity) and Assignor's right to sue, counterclaim and recover for past, present and future infringement and/or dilution of the Marks and the rights thereto.

Assignor hereby represents and warrants that Assignor has not assigned or granted any license or any other any rights in or to the Marks to any third party (other than the Lender Liens, which, to Assignor's knowledge, are being released pursuant to Trademark Releases dated as of the date hereof).

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and any official of any country or countries foreign to the United States, whose duty it is to issue trademarks, to record Assignee as the owner of the Marks and to issue to Assignee (its successors and assigns), in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other documents bearing on the Marks.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of the Marks, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Assignor also shall, in each case without further consideration but at the expense of Assignee, comply with all reasonable requests by Assignee, to execute promptly any additional documents and to take promptly any further action necessary or desirable to vest good, valid and marketable title to the Marks in Assignee.

This instrument shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

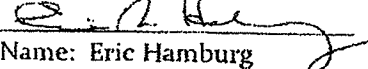
*[signature page follows]*

IN WITNESS WHEREOF, Assignor has duly executed this Assignment on the date first above written.

Attest:

RUSSELL-NEWMAN, INC.

By:   
Rebecca Howard

By:   
Name: Eric Hamburg

Date: July 13, 2011

Title: Chairman

AGREED TO BY:

MONARCH TOWEL COMPANY, INC.

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

IN WITNESS WHEREOF, Assignor has duly executed this Assignment on the date first above written.

Attest:

RUSSELL-NEWMAN, INC.

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

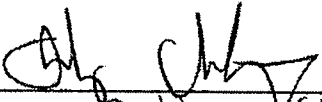
By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Eric Hamburg  
Title: Chairman

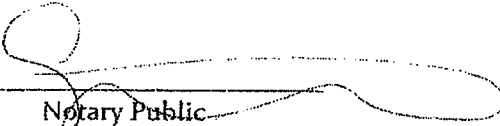
AGREED TO BY:

MONARCH TOWEL COMPANY, INC.

By:  \_\_\_\_\_  
Name: Ashley Chadowitz  
Title: President

State of Connecticut )  
County of Fairfield ) SS:

On this 13<sup>th</sup> day of July, 2011, before me personally appeared Eric Hamburg, who acknowledged under oath, to my satisfaction, that he signed and delivered the attached instrument as Chairman of Russell-Newman, Inc., a Delaware corporation, that he is authorized by the board of directors of the corporation to sign and deliver this instrument on behalf of the corporation; and that he executed the same for the uses and purposes therein set forth.

  
\_\_\_\_\_  
Notary Public

GARY GONZALEZ  
Notary Public - Connecticut  
My Commission Expires 09/30/2015

State of )  
County of ) SS:

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me personally appeared \_\_\_\_\_, who acknowledged under oath, to my satisfaction, that he signed and delivered the attached instrument as \_\_\_\_\_ of Monarch Towel Company, Inc., a New Jersey corporation, that he is authorized by the board of directors of the corporation to sign and deliver this instrument on behalf of the corporation; and that he executed the same for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

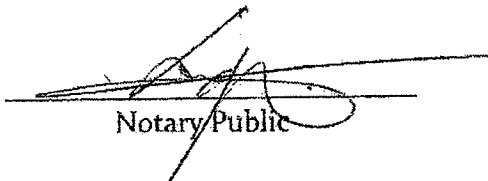
State of )  
 ) SS:  
County of )

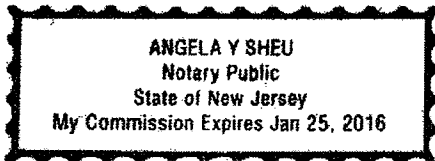
On this \_\_\_ day of \_\_\_\_\_, 2011, before me personally appeared \_\_\_\_\_, who acknowledged under oath, to my satisfaction, that he signed and delivered the attached instrument as \_\_\_\_\_ of Russell-Newman, Inc., a Delaware corporation, that he is authorized by the board of directors of the corporation to sign and deliver this instrument on behalf of the corporation; and that he executed the same for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

State of )  
 ) SS:  
County of )

On this 13 day of July, 2011, before me personally appeared Adley Chadowitz who acknowledged under oath, to my satisfaction, that he signed and delivered the attached instrument as President of Monarch Towel Company, Inc., a New Jersey corporation, that he is authorized by the board of directors of the corporation to sign and deliver this instrument on behalf of the corporation; and that he executed the same for the uses and purposes therein set forth.

  
\_\_\_\_\_  
Notary Public





Schedule A

See attached

Russell Newman  
Brands

Cypress Trademarks

| Serial Number | Registration Date | Applicant            | Goods and Services  | Class  | Registration Date | Applicant   | Goods and Services | Class   | Registration Date | Applicant  | Goods and Services | Class | Registration Date | Applicant | Goods and Services | Class | Registration Date | Applicant | Goods and Services | Class |
|---------------|-------------------|----------------------|---|--------|-------------------|---|--------------------|---|-------------------|--|--------------------|-------|-------------------|-----------|--------------------|-------|-------------------|-----------|--------------------|-------|
| 74532568      | 1987109           | Russell-Newman, Inc. | women's apparel, namely intimate apparel, namely lingerie, undergarments, panties, slips, half-slips, bras, camisoles, sleepwear, namely robes, dressing gowns, duisters, nightshirts, night gowns, pajamas, loungewear, namely tops, bottoms, leggings and caftans   | 25     | 08/21/1994        | 080312 Recorded: Certificate of Conversion and Name Change of Entity recorded - R/F 0037570871 - From Russell-Newman, Ltd. (Texas) to Russell-Newman, Inc. (Delaware) | 22/201988          | Combined Sections 8 and 9 Declaration / Application (Renewal) | February 20, 2016 | Change of Owner's Name recorded with USPTO on 1/27/05. Registration renewed February 2008. Filing window opens 2/20/2015 |                    |       |                   |           |                    |       |                   |           |                    |       |
| 85142816      |                   | Russell-Newman, Inc. | Amended description of Goods (per Response to Office Action filed July 12, 2011) Bed linens, namely, bed sheets, pillowcases, pillow shams, and duvet covers; bath linens, namely, bath towels, bath sheets, hand towels, wash cloths, face cloths, face cloths, towel wraps (024). Bath mats and bath rugs (027) | 24, 27 | 10/1/2010         |   | Pending            |   |                   |  |                    |       |                   |           |                    |       |                   |           |                    |       |
| 85146808      |                   | Russell-Newman, Inc. | Bed linens, namely bed sheets, bed blankets, pillowcases, pillow shams, bed skirts, bed spreads, duvet covers, comforters, and mattress pads; bath linens, namely bath towels, bath sheets, hand towels, wash cloths, face cloths, towel wraps (024). Robes; slippers (025)                                       | 24, 25 | 10/6/2010         |   | Pending            |   |                   |  |                    |       |                   |           |                    |       |                   |           |                    |       |
| 85147303      |                   | Russell-Newman, Inc. | Bed linens, namely, bed sheets, bed blankets, pillowcases, pillow shams, bed skirts, bed spreads, duvet covers, comforters, and mattress pads; bath linens, namely, bath towels, bath sheets, hand towels, wash cloths, face cloths, and towel wraps (024). Robes; slippers (025)                                 | 24, 25 | 10/7/2010         |   | Pending            |   |                   |  |                    |       |                   |           |                    |       |                   |           |                    |       |
| 85207738      |                   | Russell-Newman, Inc. | Bed linens, namely, bed sheets, bed blankets, pillowcases, pillow shams, bed skirts, bed spreads, duvet covers, comforters, and mattress pads; bath linens, namely, bath towels, bath sheets, hand towels, wash cloths, face cloths, and towel wraps (024). Robes; slippers (025)                                 | 24, 25 | 12/20/2010        |   | Pending            |   |                   |  |                    |       |                   |           |                    |       |                   |           |                    |       |
| 85146813      |                   | Russell-Newman, Inc. | Bed linens, namely, bed sheets, bed blankets, pillowcases, pillow shams, bed skirts, bed spreads, duvet covers, comforters, and mattress pads; bath linens, namely, bath towels, bath sheets, hand towels, wash cloths, face cloths, towel wraps (024). Robes; slippers (025)                                     | 24, 25 |                   |   | Pending            |   |                   |  |                    |       |                   |           |                    |       |                   |           |                    |       |

6-Oct-10