

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
CHURCHILL WEAVERS, INC.		03/30/2007	CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	W.H.M. MORRIS		
Street Address:	509 HAYES ST.		
City:	WEST LAFAYETTE		
State/Country:	INDIANA		
Postal Code:	47906		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77029565	CHURCHILL WEAVERS	
CORRESPONDENCE DATA			
Fax Number:	3176394882		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(317) 639-1210		
Email:	dklinestiver@lewis-kappes.com		
Correspondent Name:	David S. Klinestiver		
Address Line 1:	One America Square, Suite 2500		
Address Line 4:	Indianapolis, INDIANA 46282		
ATTORNEY DOCKET NUMBER:	520174-1301		
NAME OF SUBMITTER:	David S. Klinestiver		
Signature:	/David S. Klinestiver/		
Date:	09/18/2013		

CH \$40.00 77029565

Total Attachments: 13

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ASSET PURCHASE AGREEMENT AND ASSIGNMENT

THIS ASSET PURCHASE AGREEMENT AND ASSIGNMENT (the "Agreement") is made as of the 30th day of March, 2007, by and between **CHURCHILL WEAVERS, INC.**, a Kentucky corporation ("Seller"), and **W. H. M. MORRIS**, an individual resident of the State of Indiana ("Purchaser").

WITNESSETH:

WHEREAS, Seller is engaged in the business of manufacturing, marketing and selling hand-woven throws, blankets, scarves and related products and accessories (the "Business");

WHEREAS, in connection with its operation of the Business, Seller has adopted and used and continues to use the mark "Churchill Weavers" (the "Mark") with respect to bed blankets, quilts and throws and certain articles of clothing, namely, wraps, scarves, shawls and stoles, with such use having been ongoing and continuous in interstate commerce within the United States since 1922 and without opposition from another party, and with such use thereby providing Seller with substantial ownership rights in the Mark under United States law;

WHEREAS, Seller filed an application with the United States Patent and Trademark Office on October 25, 2006, Serial No. 77029565 (the "Application"), to register the Mark on the Principal Register and to thereby obtain certain additional benefits provided trademark owners by United States law;

WHEREAS, in connection with its operation of the Business, Seller has adopted and used and continues to use the copyrights listed on Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Copyrights"), which were registered in the United States Copyright Office on the dates indicated on Exhibit A (collectively, the "Registrations"); and

WHEREAS, upon the terms and subject to the conditions set forth herein, Seller desires to sell, assign and transfer to Purchaser, and Purchaser desires to purchase and acquire from Seller, the Mark, the Application, the Copyrights, the Registrations and certain other assets of Seller used in the conduct of the Business as described herein;

NOW, THEREFORE, in consideration of the covenants and agreements made herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Purchase and Sale of Assets. Subject to Seller's timely receipt of the consideration specified in Section 2 hereof, Seller does hereby sell, transfer, convey and assign to Purchaser the following assets of Seller used in the conduct of the Business (collectively, the "Purchased Assets"), the same to be held and enjoyed by Purchaser, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Seller had this Agreement not been made:

(a) all worldwide right, title and interest of Seller in, to and under the Mark, together with all goodwill of the business of Seller associated with the Mark and which is symbolized thereby;

(b) the Application and all rights of Seller with respect thereto, including, without limitation, any registration that may hereafter be secured thereunder;

(c) all worldwide right, title and interest of Seller in, to and under the Copyrights, together with all goodwill of the business of Seller associated with the Copyrights and which is symbolized thereby;

(d) the Registrations and all rights of Seller with respect thereto, including, without limitation, any and all renewals, extensions and modifications of the Registrations;

(e) all causes of action, past or future, for infringement, dilution or improper use of the Mark or any Copyright and any recoveries resulting therefrom or other violations of the rights represented thereby, together with all other proceeds and products of the rights and properties described in the foregoing subsections (a) – (d) of this Section 1 (collectively, the “Property Rights”);

(f) two (2) sets of samples of all products currently offered by Seller in the Business bearing the Mark or incorporating any Copyright (the “Churchill Products”);

(g) twenty-five (25) copies of all brochures and price lists for Churchill Products;

(h) a listing of the names of customers of Seller and the Business since March 31, 2004;

(i) a listing of unit sales of the Churchill Products by item for the past year and a listing of all accounts that Seller has written off in the past two (2) years because of bad credit;

(j) the internet domain name “churchillweavers.com” and all intellectual property rights embodied therein;

(k) all of Seller’s bobbins and shuttles for handlooms and pneumatic looms;

(l) all of Seller’s pattern/design instructions;

(m) the machinery and equipment of Seller identified on Exhibit B attached hereto and incorporated herein by this reference; and

(n) all yarn held in Seller’s raw materials inventories, as described in more detail on Exhibit C attached hereto and incorporated herein by this reference.

Seller will provide to Purchaser the items described in the foregoing subsections (g) – (i) of this Section 1 in both hard copy and CD-ROM format.

2. Payment of Purchase Price. As consideration for the sale of the Purchased Assets set forth in Section 1 hereof, Purchaser shall pay to Seller the sum of \$275,000.00, to be received in hand by Seller on or before April 3, 2007.

3. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser as follows: (a) the Property Rights are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (b) no claim has been made that the use of the Mark or any Copyright by Seller constitutes an infringement of any senior or dominant trademark, service mark, copyright or other intellectual property right of any other party, nor is there any outstanding title or claim of title hostile to the rights of Seller in the Property Rights; (c) the Mark has been used in commerce continuously since not later than December 31, 1922; (d) Seller owns the entire right, title and interest in and to the Purchased Assets free and clear of any liens and encumbrances of every kind and nature; (e) Seller has the power to execute and deliver this Agreement and to consummate the transactions contemplated hereby and to take any and all other actions required to be taken by Seller hereunder; (f) this Agreement has been executed and delivered by the duly authorized representative of Seller and is valid and binding upon and fully enforceable against Seller in accordance with its terms, subject to bankruptcy, insolvency and other similar laws affecting the rights of creditors generally and except as the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and judicial discretion; and (g) neither the execution and delivery of this Agreement by Seller nor the consummation of the transactions contemplated hereby shall constitute any violation or breach of or default under any mortgage, indenture, contract, instrument, order, writ, injunction, decree, law, statute, rule or regulation binding upon or otherwise effecting Seller or any of Seller's assets.

The Purchased Assets being acquired by Purchaser as a result of this Agreement and the transactions contemplated hereby shall be acquired by Purchaser on an "as is, where is" basis and in their then present condition. In any event, except as explicitly set forth in this Section 3, neither Seller nor any of its officers, directors, employees, affiliates or representatives has made or is making any warranty of merchantability, suitability or fitness for a particular purpose or quality, with respect to any of the Purchased Assets, or as to the condition or workmanship thereof, or as to the absence of any defects therein, whether latent or patent.

4. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller as follows: (a) Purchaser has the power to execute and deliver this Agreement and to consummate the transactions contemplated hereby and to take any and all other actions required to be taken by Purchaser hereunder; (b) this Agreement has been executed and delivered by Purchaser and is valid and binding upon and fully enforceable against Purchaser in accordance with its terms, subject to bankruptcy, insolvency and other similar laws affecting the rights of creditors generally and except as the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and judicial discretion; and (c) neither the execution and delivery of this Agreement by Purchaser nor the consummation of the transactions contemplated hereby shall constitute any violation or breach of or default under any mortgage, indenture, contract, instrument, order, writ, injunction, decree, law, statute, rule or regulation binding upon or otherwise effecting Purchaser or any of Purchaser's assets.

5. Purchase Price Allocation. Seller shall prepare an allocation of the Purchase Price among the Purchased Assets in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended, and the Treasury regulations thereunder (and any similar provision of state, local or foreign law, as appropriate), which allocation shall be binding upon Purchaser. Seller shall deliver such allocation to Purchaser within thirty (30) days after the date hereof. Seller and Purchaser and their affiliates shall report, act and file all federal, state, local and

foreign, as appropriate, tax returns (including Internal Revenue Service Form 8594) in all respects and for all purposes consistent with such allocation prepared by Seller. Purchaser shall timely and properly prepare, execute, file and deliver all such documents, forms and other information as Seller may reasonably request in preparing such allocation. Neither Seller nor Purchaser shall take any position (whether in audits, tax returns or otherwise) that is inconsistent with such allocation unless required to do so by applicable law.

6. **License of Mark.** Notwithstanding anything herein to the contrary, from and after the date hereof through April 30, 2007, Seller shall have, and is hereby granted by Purchaser, a royalty-free worldwide right and license to use the Mark solely for purposes of marketing, distributing and selling Seller's existing product inventory bearing the Mark.

7. **Removal of Purchased Assets.** Purchaser shall remove (or cause to be removed) the Purchased Assets located at the Seller's Berea, Kentucky location no later than May 15, 2007 at Purchaser's sole cost and expense. Purchaser shall be responsible for any damage to Seller's facilities or other properties and any injuries or harm to persons resulting from the acts of Purchaser or Purchaser's employees and agents undertaking such removal. If the Purchased Assets are destroyed by fire or other similar cause through no fault of Purchaser prior to Purchaser's removal of the Purchased Assets as provided in this Section 7, then Seller shall reimburse Purchaser \$75,000.

8. **Further Assurances.** Seller agrees to execute and deliver at the request of Purchaser all papers, instruments and assignments, and perform any other reasonable acts Purchaser may require, in order to vest all of Seller's right, title and interest in, to and under the Purchased Assets in Purchaser and to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Purchaser, to the extent such evidence is in the possession or control of Seller.

9. **Indemnification.**

(a) **Indemnification by Seller.** Seller shall indemnify and hold harmless Purchaser from and against, and pay or reimburse Purchaser for, any and all claims, demands, liabilities, causes of action, damages, obligations, losses, fines, costs, royalties, proceedings, deficiencies or damages (whether absolute, accrued, conditional or otherwise), including out-of-pocket expenses and reasonable attorneys' fees incurred in the investigation or defense of any of the same or in asserting any of their respective rights hereunder, imposed upon, incurred by or asserted against Purchaser resulting from, relating to or arising out of (i) any misrepresentation or breach of any warranty by Seller contained in this Agreement or (ii) any breach or non-fulfillment of any covenant or agreement to be performed by Seller under this Agreement.

(b) **Indemnification by Purchaser.** Purchaser shall indemnify and hold harmless Seller from and against, and pay or reimburse Seller for, any and all claims, demands, liabilities, causes of action, damages, obligations, losses, fines, costs, royalties, proceedings, deficiencies or damages (whether absolute, accrued, conditional or otherwise), including out-of-pocket expenses and reasonable attorneys' fees incurred in the investigation or defense of any of the same or in asserting any of their respective rights hereunder, imposed upon, incurred by or asserted against Seller resulting from, relating to or arising out of (i) any misrepresentation or

breach of any warranty by Purchaser contained in this Agreement or (ii) any breach or non-fulfillment of any covenant or agreement to be performed by Purchaser under this Agreement.

10. Miscellaneous Provisions.

(a) No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

(b) Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

(c) Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Purchaser and Seller. No waiver by any party of any provision of this Agreement or any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party making such a waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(d) Survival. All covenants, provisions, agreements, representations and warranties provided by this Agreement shall survive the execution and delivery of this Agreement and the transactions contemplated hereby.

(e) Binding Effect. This Agreement shall be binding upon and inure to the benefit of Purchaser and Seller and their respective successors and permitted assigns, but shall not be assignable or delegable, in whole or in part, by operation of law or otherwise, by either of the parties hereto without the prior written consent of the other.

(f) Severability. The provisions of this Agreement are severable, and if any clause or provision is held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability will affect only such clause or provision, or part thereof, in such jurisdiction, and will not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement.

(g) Headings. The headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(h) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which may be delivered by facsimile transmission or otherwise, and each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(i) Expenses. Each of Purchaser and Seller shall bear its or his own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

(j) Bulk Transfer Laws. Purchaser acknowledges that Seller will not comply with the provisions of any bulk transfer laws of any jurisdiction in connection with the transactions contemplated by this Agreement.

[Signature page follows.]

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

SELLER:

CHURCHILL WEAVERS, INC.

By: Amy Videne Samson
Its: VP, CFO

PURCHASER:

W. H. M. MORRIS

EXHIBIT A

REGISTERED COPYRIGHTS

<u>Registration No.</u>	<u>Date of Registration</u>	<u>Copyright</u>
VA 980-893	December 7, 1999	Geometry (49740-56)
VA 980-894	December 7, 1999	Flame (49741-53)
VA 978-961	December 7, 1999	Transition (49602-81)
VA 978-962	December 7, 1999	Pastel Plaid (49483-43)
VA 980-895	December 7, 1999	Jewel Tone (49599-58)
VA 1-032-658	September 28, 2000	Royal Night (49486-58)
2,987,921	August 23, 2005	Cricket Hollow

EXHIBIT B

MACHINERY AND EQUIPMENT

I. Hand Looms-Hand Made-Wooden:

<u>Quantity</u>	<u>Reed Width</u>	<u>Comments</u>
20	45"	In weave room
1	45"	In gift shop
1	45"	Experimental
11	60"	In weave room
9	70"	In weave room

II. Extras for Hand Looms:

100		Extra tie-ups
100		Extra harnesses

III. Take-up Wheels for Hand Looms:

100	14 "
200	7"

IV. Warpers-Hand Made-Wooden:

2	Sectional warpers
50	Extra warp drums

V. Bobbin Winders for Hand Looms:

3	Hand change bobbin winders
50	Extra heads
2	Automatic bobbin winders

VI. Pneumatic Looms:

6	IDL Looms: Serial #'s: AVL 02318 02316 02214 2317 02315 02215
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VII. Compressors:

2	Screw air-compressors: Atlas Capco GA 18
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VIII. Bobbin Winders for Pneumatic Looms:

5	AVL Winders-hand change
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IX. Laundry Equipment:

1	Heavy duty centrifugal laundry extractor.
1	Unimac 150# steam dryer
1	Unimac 75# gas dryer
1	Cissell 75# steam dryer
1	Cissell 75# gas dryer
1	Unimac 100# washing machine
1	American Laundry Machine heavy duty reversible washing machine
2	Steam presses
1	Fleering machine (for mohair)

X. Sewing Equipment:

1	Janome home sewing machine
1	Mitsubishi commercial sewing machine
3	Singer commercial sewing machines
2	Janome home sergers

1
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Husqvarna Viking home serger
White home serger

EXHIBIT C

YARN INVENTORY

<u>TYPE</u>	<u>WEIGHT</u>	<u>LOCATION</u>
1000 YPP CHENILLE	5,854.80	Churchill Weavers
NT 8412 DYED	2,534.38	Churchill Weavers
MERIDIAN SPECIALTY 04XH	2,071.28	Churchill Weavers
S&O 1000 100% Rayon Chenille Undyed	1,874.00	Spartan Dyers
NORTEX YARNS 2.2/1 100% cotton Undyed	1,650.00	Spartan Dyers
MERIDIAN SPECIALTY 04WB	1,338.48	Churchill Weavers
2.2 COTTON	1,301.00	Churchill Weavers
Mohair / Acrylic Boucle (Natural)	1,278.00	Longview Dye House
NORTEX YARNS 500 100% Rayon Chenille Undyed	970.00	Spartan Dyers
THOMAS HODGSON B307	800.56	Churchill Weavers
NT 84073	734.76	Churchill Weavers
NT 8117	658.80	Churchill Weavers
2.2 FOX FIBER	647.86	Churchill Weavers
1000ypp	584.00	Longview Dye House
ROYAL AMERICAN 1000 100% Rayon Chenille Undyed	576.00	Spartan Dyers
IVORY 001 REPLACED WITH W-E 57	405.42	Churchill Weavers
360ypp	393.00	Longview Dye House
THOMAS HODGSON 907A/12	307.04	Churchill Weavers
153-P	293.82	Churchill Weavers
ORELLE 2/18	287.64	Churchill Weavers
1.0 NM Rayon Chenille	278.00	Longview Dye House
PHARR YARNS 2/18 A-10 Duraspun Acrylic Undyed	273.00	Spartan Dyers
NT 8811	261.00	Churchill Weavers
NT 83044	257.20	Churchill Weavers
NT 88060	199.70	Churchill Weavers
SUPER SPARKLE CHENILLE	198.78	Churchill Weavers
SY - 7365 (12/6 RAYON FLAX)	187.54	Churchill Weavers
MERIDIAN 600 YPP	171.72	Churchill Weavers
cotton-rayon	158.00	Longview Dye House
MERIDIAN NATURAL 18XH	148.94	Churchill Weavers
BLEACHED SECONDS COTTON 6/6	137.62	Churchill Weavers
GRAY BH/615-2	134.90	Churchill Weavers
CMS - 1 BRUSHED NATURAL MOHAIR	131.32	Churchill Weavers
Mohair / Acrylic Boucle (Azure)	131.00	Longview Dye House
OCURE 62% COTTON 38% RAYON	123.40	Churchill Weavers
NT 8412 BLEACHED	113.72	Churchill Weavers
INTIFIL - 393 55% WOOL 22% MOHAIR 12.3% ALPACA	113.52	Churchill Weavers
INTIFIL - 455 92% MOHAIR 5% WOOL 3% NYLON	110.80	Churchill Weavers
SALVAGE	109.68	Churchill Weavers
8/2 COTTON	102.98	Churchill Weavers
ATLANTIC SPINNER LUREX 123-D	95.06	Churchill Weavers
GRAY BH/615-2	89.84	Churchill Weavers
1.0 RAYON	87.08	Churchill Weavers
LAPIS BLUE 55% W 37% M	79.54	Churchill Weavers
LRN	77.12	Churchill Weavers
NATIONAL SPINNING	71.02	Churchill Weavers

CMS 162 LOOP	65.46	Churchill Weavers
26 W3 SOFT TEAL	63.26	Churchill Weavers
PHARR YARNS DURASPUN 2/18	58.02	Churchill Weavers
1000 YPP CHENILLE R PURPLE (DYECRAFTSMAN)	53.00	Churchill Weavers
4/8 BLACK WOOL	51.50	Churchill Weavers
BL. AVANTI #10	37.28	Churchill Weavers
2/18 SOUTHERN INDUSTRIES	36.68	Churchill Weavers
2000 YPPE CHENILLE	27.46	Churchill Weavers
1000 YPP CHENILLE R PURPLE (DYECRAFTSMAN)	26.60	Churchill Weavers
CORAL THOMAS HODGSON B307 DYABLE	14.96	Churchill Weavers
TRIO LINEN/RAYON	14.64	Churchill Weavers
RAYON FLAX 800 YPP	14.58	Churchill Weavers
LRN 043441 MOCK COTTON CHENILLE	14.16	Churchill Weavers
CN 17600	12.06	Churchill Weavers
COLOR# 2259 CELADON	10.62	Churchill Weavers
INTIFIL - TAPIA SUPERFINE ALPACA,SILK, WOOL	9.94	Churchill Weavers
NATURAL 996 A/8 LOOP 18 WH	3.94	Churchill Weavers
COLOR# 2252 LATTE	3.32	Churchill Weavers
COLOR# 36 NECTAR	3.32	Churchill Weavers
COLOR# 2258 SAGE	2.96	Churchill Weavers

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