## 900271129 11/06/2013

## 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
Springs Global US, Inc.		11/05/2013	CORPORATION: DELAWARE

### RECEIVING PARTY DATA

Name:	Springs Brands, LLC	
Street Address:	205 North White Street	
City:	Fort Mill	
State/Country:	SOUTH CAROLINA	
Postal Code:	29715	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3512230	NIGHTSCAPES

### CORRESPONDENCE DATA

Fax Number: 8035473766

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

Phone: 803-547-1610

Email: zelda.shute@springs.com
Correspondent Name: Springs Global US, Inc.
Address Line 1: 205 North White Street

Address Line 4: Fort Mill, SOUTH CAROLINA 29715

NAME OF SUBMITTER:	Zelda Shute, Paralegal, Springs Global
Signature:	/zdshute/
Date:	11/06/2013

## Total Attachments: 3

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TRADEMARK REEL: 005147 FRAME: 0643

#### TRADEMARK ASSIGNMENT

WHEREAS, Springs Global US, Inc., a Delaware company (the "Assignor"), is the owner of the trademark registrations and applications in the United States Patent and Trademark Office as set forth on Schedule A attached hereto (all such trademark registrations and applications, collectively, the "Trademarks"); and

WHEREAS, Springs Brands, LLC, a Delaware company (the "Assignee"), desires to acquire any and all rights that Assignor may have in and to the Trademarks and the registrations and applications therefor, together with the goodwill of the business symbolized by the Trademarks, along with the right to recover for damages and profits for past infringements thereof;

**NOW THEREFORE,** effective as of November 5, 2013, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the Trademarks and the registrations and applications therefor in the United States and throughout the world together with the goodwill of the business symbolized by the Trademarks, along with the right to sue and recover for, and the right to profits, penalties or damages due or accrued arising out of or in connection with any and all past, present and future infringements or dilution of or damage or injury to the Trademarks or such represented goodwill.

Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments and assignments, and to perform other reasonable acts of the Assignee may require in order to vest all Assignor's right, title and interest in and to the Trademarks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of such Assignor.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.

[The remainder of this page left blank intentionally.]

TRADEMARK REEL: 005147 FRAME: 0644 **IN WITNESS WHEREOF**, the undersigned have executed this Trademark Assignment as of the effective date set forth above.

ASSIGNOR:

By: Springs Global US, Inc. Name: Delbridge E. Narron

Title: Sr Vice President & General Counsel

**ASSIGNEE:** 

By: Springs Brands, LLC Name: G. Alan McManus

Title: Vice President & Treasurer

TRADEMARK REEL: 005147 FRAME: 0645

## Schedule A Trademarks

# **Trademark Registrations**

Owner Springs Global US, Inc Mark Nightscapes Registration No. 3,512,230

<u>Country</u> United States Issue or Filing Date
October 7, 2008

# **Trademark Applications**

Owner

<u>Mark</u>

Application No.

Country

Issue or Filing Date

TRADEMARK REEL: 005147 FRAME: 0646

**RECORDED: 11/06/2013**