

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342072

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mr. Robert Goldman		05/14/2015	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Carnegie Fabrics, Inc.		
Street Address:	110 North Centre Avenue		
City:	Rockville Centre		
State/Country:	NEW YORK		
Postal Code:	11570		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2223821	CARNEGIE	
Registration Number:	1654360	XOREL	
CORRESPONDENCE DATA			
Fax Number:	5168296509		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5164668005		
Email:	hschechter@tgclaw.com		
Correspondent Name:	Hillel Schechter		
Address Line 1:	40 Cuttermill Road		
Address Line 2:	Suite 200		
Address Line 4:	Great Neck, NEW YORK 11021		
ATTORNEY DOCKET NUMBER:	625		
NAME OF SUBMITTER:	Hillel Schechter		
SIGNATURE:	/s/ Hillel Schechter		
DATE SIGNED:	05/21/2015		
Total Attachments: 3			
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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks dated as of May 14, 2015 (the Effective Date) pursuant to the terms of that certain Assignment Agreement dated as of even date herewith (the "Agreement") by and between by and between ROBERT S. GOLDMAN, a United States citizen ("Goldman") and CARNEGIE FABRICS, INC., a New York corporation ("Carnegie Fabrics"), is being executed and delivered by Goldman to Carnegie Fabrics.

WHEREAS, Seller is the sole owner of all rights, title and interest in and to the following trademarks:

1. U.S. Trademark Registration No. 2,223,821
Mark: CARNEGIE
Registration: February 16, 1999
Class: 024
Goods: Fabrics for furniture, vertical interior building surfaces, curtains and bed spreads
2. South Korea Trademark Registration No. 40-0668847
Mark: XOREL
Registration: July 3, 2006
Class: 024
Goods: Woven fabrics for use as wall coverings
3. European Trademark Registration No. 006108955
Mark: XOREL
Registration: July 3, 2007
Class: 024
Goods: Woven fabrics for use as wall coverings
4. U.S. Trademark Registration No. 1,654,360
Mark: XOREL
Registration: August 20, 1991
Class: 024
Goods: Fabrics for furniture
5. U.S. Trademark Registration No. 2,782,721
Mark: XOREL
Registration: November 11, 2003
Class: 20
Goods: Fabric laminated to moldable plastic sheets for use, for example, as wall panels and partitions for internal office space
6. China Trademark Registration No. 7398772
Mark: XOREL
Registration: October 28, 2010
Class: 24
Goods: Woven fabrics for use as wall coverings and for furniture

together with the goodwill associated therewith and symbolized thereby and all rights appurtenant thereto, including, but not limited to, all common law rights, causes of action, all

interests, claims and rights for damages, profits and other awards by reason of any past infringement, dilution, misappropriation or other violation thereof, and the right to sue therefore (collectively, the "Trademarks");

NOW, THEREFORE, in consideration of \$30.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Goldman and Carnegie Fabrics hereby agree as follows:

1. Conveyance. Goldman hereby irrevocably sells, assigns, transfers, grants, conveys and delivers to Carnegie Fabrics all of Goldman's right, title and interest in and to the Trademarks and the Trademarks registrations (and all renewals and extensions thereof) together with the goodwill, if any, associated therewith and which is symbolized thereby, and Carnegie Fabrics hereby accepts such sale, assignment, transfer, grant, conveyance and delivery. Goldman further sells, assigns, transfers, grants, conveys and delivers to Carnegie Fabrics all rights of Goldman to bring an action, whether at law or in equity, against any third party for infringement, dilution, tarnishment, or other misappropriation or unauthorized use of any of the Trademarks, including the right to bring an action for past, present and future infringement, dilution, tarnishment, or other misappropriation or unauthorized use, and all rights to recover damages, profits and injunctive relief for infringement, dilution, tarnishment, or other misappropriation or unauthorized use, and Carnegie Fabrics hereby accepts such sale, conveyance, assignment, transfer, and delivery.

3. Further Actions. Goldman agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request of Purchaser which Purchaser may require in order to transfer all of Goldman's rights, title and interest in and to the Trademarks, and all rights appurtenant thereto to Carnegie Fabrics, its successors or assigns.

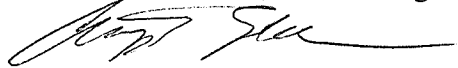
4. Authority to File. Goldman hereby authorizes Carnegie Fabrics to file this Assignment and any other documents relating thereto with the U.S. Patent and Trademark Office and any appropriate foreign jurisdictions for purposes of having the Assignment recorded therein and to place sole and exclusive right, title, and interest in and to the Trademarks in the name of Carnegie Fabrics.

6. Counterparts. This Assignment may be executed and delivered in counterparts, with each party executing a separate counterpart, including by facsimile transmission or portable document format (".pdf"), that shall be deemed originals with the originals to be provided within a reasonable time, all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the date and year first above written.


ROBERT S. GOLDMAN, Assignor


CARNEGIE FABRICS, INC. Assignee

By: 
Clifford Goldman, President

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On the 14th day of MAY 2015, before me, the undersigned, personally appeared ROBERT S. GOLDMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

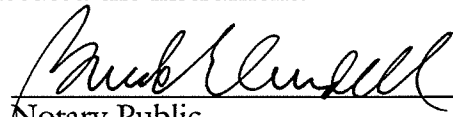
BRENDA M. CRANDELL
Notary Public, State of New York
No. 02CR4946302
Qualified in Westchester County
Commission Expires January 27, 2019


Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On the 14th day of MAY 2015, before me, the undersigned, personally appeared CLIFFORD GOLDMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as an officer of CARNEGIE FABRICS, INC., and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

BRENDA M. CRANDELL
Notary Public, State of New York
No. 02CR4946302
Qualified in Westchester County
Commission Expires January 27, 2019


Notary Public