

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350225

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chesapeake Interlink, Ltd.		11/01/2008	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Needles, Inc.		
Street Address:	8 E Music Fair Road		
City:	Owings Mills		
State/Country:	MARYLAND		
Postal Code:	21117		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1994146	NEEDLES	
CORRESPONDENCE DATA			
Fax Number:	4432634189		
<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>			
Email:	trademarks@ober.com		
Correspondent Name:	Ober Kaler c/o Emily R. Billig		
Address Line 1:	100 Light Street		
Address Line 4:	Baltimore, MARYLAND 21202		
ATTORNEY DOCKET NUMBER:	033313.096770		
NAME OF SUBMITTER:	Emily R. Billig		
SIGNATURE:	/Emily R. Billig/		
DATE SIGNED:	08/04/2015		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is made as of the 1st day of November, 2008 by and between Chesapeake Interlink, Ltd. ("Assignor"), a Maryland corporation having an address at 8E Music Fair Road, Owings Mills, MD 21117 and Needles, Inc., a Maryland corporation having an address as 8E Music Fair Road, Owings Mills, MD 21117 ("Assignee"). Reference is made to that certain Asset Purchase Agreement, dated October 28, 2008 (the "Asset Purchase Agreement") by and between Assignor and Assignee. Capitalized terms not defined herein shall have the meanings assigned to them in the Asset Purchase Agreement.

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks and service marks listed on the attached Schedule A, all applications and registrations pertaining thereto, if any, all common law rights associated therewith, together with all goodwill arising from the use of and symbolized by said trademarks, all such rights existing in any jurisdiction (collectively, the "Trademarks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, pursuant to which Assignor has agreed to sell to Assignee the Assets (as defined in the Asset Purchase Agreement) of Assignor, relating to the Business (as defined in the Asset Purchase Agreement) and all right, title and interest therein and related thereto, including, without limitation, the Trademarks; and

WHEREAS, Assignor and Assignee now desire to carry out the intent and purpose of the Asset Purchase Agreement by the execution and delivery to Assignee of this instrument evidencing the assignment, sale and transfer to Assignee of the Trademarks.

NOW THEREFORE, in consideration for the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all right, title, and interest in and to the Trademarks throughout the world, the right to conduct business under the Trademarks, including the right to license others under the Trademarks, the portion of the business of Assignor to which any intent-to-use application pertains, together with the right to sue, counterclaim, and to recover damages and profits and all other remedies for claims of past, present, and future infringements, unfair competition or misappropriations thereof, and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks.

Assignor hereby agrees to execute upon the request of Assignee, such additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Trademarks worldwide, including all documents necessary to register in the name of Assignee the assignment of the Trademarks with the United States Patent & Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

ASSIGNOR: CHESAPEAKE INTERLINK, LTD.

By: 
Name: **Burton L. Bank**
Title: **President**

ASSIGNEE: NEEDLES, INC.

By: 
Name: **Bryan Billig**
Title: **President**

SCHEDULE A
Trademarks

Needles