

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359727

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bill of sale of mark from MB Financial Bank, N.A. to Central Textiles, Inc.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MB Financial Bank, NA		03/23/2015	National Association:
RECEIVING PARTY DATA			
Name:	Central Textiles, Inc.		
Street Address:	237 Mill Road		
City:	Central		
State/Country:	SOUTH CAROLINA		
Postal Code:	29630		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1931726	TEXTTEST	
CORRESPONDENCE DATA			
Fax Number:	7709510933		
<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:	770-933-9500		
Email:	carla.stone@thomashorstemeyer.com		
Correspondent Name:	Cynthia J. Lee		
Address Line 1:	400 INTERSTATE NORTH PARKWAY SE		
Address Line 2:	Suite 1500		
Address Line 4:	Atlanta, GEORGIA 30339		
ATTORNEY DOCKET NUMBER:	360309-3020		
NAME OF SUBMITTER:	CYNTHIA J. LEE		
SIGNATURE:	/Cynthia J. Lee/		
DATE SIGNED:	10/23/2015		
Total Attachments: 4			
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OP \$40.00 1931726

BILL OF SALE

STATE OF ALABAMA)
)
COUNTY OF RUSSELL)

This Bill of Sale (this "Bill of Sale") is entered into as of March 23, 2015, by and between MB Financial Bank, N.A., a national banking association successor-in-interest to Cole Taylor Bank ("Seller/Lender") and Central Textiles, Inc., a Delaware corporation ("Buyer").

RECITALS

A. Seller/Lender has foreclosed by private foreclosure on its security interest in certain assets of Johnston Textiles, Inc. ("Borrower") including certain personal property as more particularly described on Schedules A & B attached hereto previously owned by Borrower (the "Property").

B. Buyer wishes to purchase all of Seller/Lender's right, title, and interest in and to the Assets and Seller/Lender wishes to sell the Assets pursuant to the terms of this Bill of Sale.

AGREEMENT

Seller/Lender, in consideration of [REDACTED] and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assigns, transfers, and conveys to Central Textiles, Inc. ("Buyer"), without representation or warranty, whether statutory, express or implied, all of Lender's rights, title and interest in the Property. Buyer hereby represents and warrants that it has acquired the Property for the total purchase price of [REDACTED] (the "Purchase Price").

SELLER/LENDER EXPRESSLY DISCLAIMS (A) ANY WARRANTY AS TO COMPLIANCE OF THE PROPERTY WITH ANY APPLICABLE LAW, INCLUDING WITHOUT LIMITATION, OSHA; (B) ANY WARRANTY AS TO THE CONDITION OF THE PROPERTY; OR (C) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES AND AGREES THAT IT HAS INSPECTED THE PROPERTY AND ACCEPTS SAME IN THEIR PRESENT CONDITION, "AS IS", "WHERE IS" AND "WITH ALL FAULTS."

In consideration of the conveyance of the Property, the Buyer hereby releases, remises, waives, discharges and agrees to indemnify and defend, to the maximum extent permitted by law, Seller/Lender, its agents, officers, directors, employees, suppliers, and affiliates of and from any and all liabilities, claims, rights, demands, expenses, actions, causes of action whatsoever (including without limitation, negligence, gross negligence, breach of statutory duty or any tortious liability), arising out of or in any way related to any loss, damage, or injury, including without limitation death, that may be sustained by the Buyer or any of its employees, agents, affiliates,

REDACTED

contractors (a "Buyer Party") or any property of the Buyer, as a result of any Buyer Party's use, ownership and/or operation of the Property.

IN WITNESS WHEREOF, Seller/Lender and Buyer have caused this Bill of Sale to be executed effective March 23, 2015.

SELLER/LENDER:

MB FINANCIAL BANK, N.A.,
successor-in-interest to Cole Taylor Bank

By: 

Name: WILLIAM BENCE

Title: VICE PRESIDENT

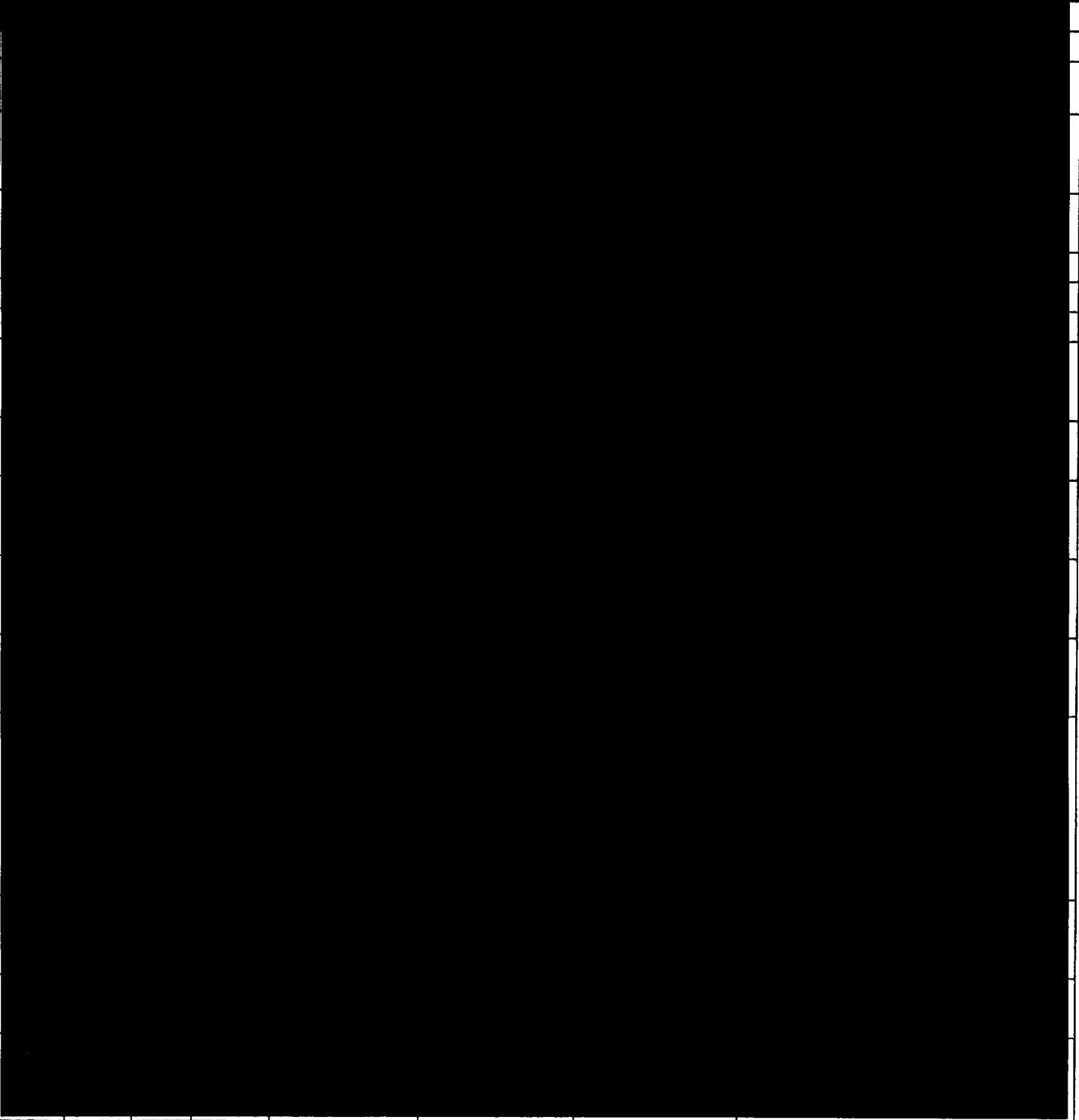
BUYER:

CENTRAL TEXTILES, INC.

By: 
James McKinnon, CEO

SCHEDULE A

All TexTest equipment as inspected by Del Ezell and a representative of Central Textiles, Inc. and placed in a designated area of the facility described as follows:

Rabin Lot #	Item #	Qty	Year	Manufacturer	Model/ Model #	Serial/Vin #	Description
							

REDACTED

SCHEDULE B

The Intellectual Property described as follows:

TRADEMARKS/TRADE NAMES/SERVICE MARKS

Registered Marks and Pending Applications:

Mark	Serial No/Reg Date	Status
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
TEXTTEST	1,931,726	Renewal Due October 31, 2015

Unregistered Marks:



REDACTED

TEXTTEST IP

- Customer List
- Pricing
- all right, title and interest in and to the domain name www.texttest.com, including the current registration thereof and all articles, photographs, videos or other creative works accessible on the website.
- Any and all membership interests in and to TexTest LLC, together with any and all rights with respect to the following:
 - ISO certificate - It is registered under TexTest and not Johnston Textiles since TexTest is a LLC. The certificate is currently active through 2017.
 - Memberships (which are under TexTest name)
 - NFPA
 - AATCC
 - ASTM