

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368279

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Billian Publishing, Inc.		12/29/2015	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Textile Industries Media Group, LLC		
Street Address:	PO Box 683155		
City:	Marietta		
State/Country:	GEORGIA		
Postal Code:	30068		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1880623	TEXTILE WORLD	
Registration Number:	1736486	TEXTILES PANAMERICANOS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	404-261-0500		
Email:	sbshipe@wjrlaw.com		
Correspondent Name:	S. Bradley Shipe		
Address Line 1:	5855 Sandy Springs Circle, Suite 300		
Address Line 4:	Atlanta, GEORGIA 30328		
ATTORNEY DOCKET NUMBER:	TEXTILE WORLD		
NAME OF SUBMITTER:	S. Bradley Shipe, attorney of record		
SIGNATURE:	/s. bradley shipe/		
DATE SIGNED:	01/07/2016		
Total Attachments: 4			
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Trademark Assignment Agreement

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement"), is made on this 29th day of December, 2015, by and between BILLIAN PUBLISHING, INC., a Georgia corporation ("Assignor") and TEXTILE INDUSTRIES MEDIA GROUP, LLC, a Georgia limited liability Company ("Assignee").

WHEREAS, Assignor owns those certain marks, which are described in Exhibit "A" attached hereto and made a part hereof, as well as other intellectual property rights related thereto (collectively, the "Marks"); and

WHEREAS, Assignor has acquired goodwill associated with and symbolized by the Marks and has used the Marks without abandoning the same;

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated of even date herewith entered into by and among Assignor and Assignee, (the "Asset Purchase Agreement"), Assignee has agreed to purchase, and Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee all of Assignor's right, title and interest in and to the Marks.

WHEREAS, Assignee is desirous of acquiring all right, title, and interest in and to the Marks worldwide; and

WHEREAS, Assignor is willing to relinquish all right, title, and interest that it may have in and to the Marks and to assign to Assignee all right, title, and interest as Assignor may possess in and to the Marks worldwide.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment and Purchase. Assignor hereby assigns and sells to Assignee all right, title, and interest as Assignor may possess in and to the Marks, together with the goodwill associated with the marks and the business in connection with which the Marks are used and which is symbolized by said Marks, and all registrations and applications therefor, including any renewals and extensions of the registrations that are or may be secured under law, now hereinafter in effect for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if the assignment had not been made. In addition, Assignor assigns to Assignee all claims to recover for damages and profits for past, present or future infringements or other unauthorized use of the Marks, together with the right to sue for, and to collect, such damages.

2. Further Assistance. Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's right, title, and interest in and to the Marks 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 Assignor.

3. Asset Purchase Agreement. Nothing contained in this Agreement shall be deemed to supersede, enlarge on or modify any of the obligations, agreements, covenants, representations or warranties of Assignor, as Seller, or Assignee, as Buyer, contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Agreement as provided and subject to the limitations set forth in the Asset Purchase Agreement with respect to the terms of the Asset Purchase Agreement and the Bill of Sale. If any conflict exists between the terms of this Agreement and the Asset Purchase Agreement, then the terms of the Asset Purchase Agreement shall govern and control.

4. Miscellaneous. The parties hereby agree that this Agreement shall be construed in accordance with the laws of the State of Georgia and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. This Agreement may not be modified except in a writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and no representations, inducements, promises or consents, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

[SIGNATURES ON THE FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first above written.

Billian Publishing, Inc.,
as "Assignor"

By: *Kevin J. Billian*
Its: CHAIRMAN

Textile Industries Media Group, LLC
as "Assignee"

By: *[Signature]*
Its: Chairman - President

EXHIBIT A

The "Marks"

<u>MARK</u>	<u>SERIAL & REGISTRATION NUMBERS</u>	<u>DATE OF REGISTRATION</u>
Textile World	74515459 1880623	February 28, 1995
Textiles Panamericanos	74207378 1736486	December 1, 1992

The Marks include any font and spacing of the words, together with any artwork or logos associated therewith.

