

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374386

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brown-Rogers-Dixson Company		02/12/2016	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Almo Distributing Inc.		
Street Address:	2709 COMMERCE WAY		
City:	PHILADELPHIA		
State/Country:	PENNSYLVANIA		
Postal Code:	19154		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4299593	CAROLINA FACTORY DIRECT	
CORRESPONDENCE DATA			
Fax Number:	2127143079		
<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:	2127143079		
Email:	trademarks@whiteandwilliams.com		
Correspondent Name:	Randy Friedberg		
Address Line 1:	White and Williams LLP, 7 Times Square		
Address Line 2:	Suite 2900		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Randy Friedberg		
SIGNATURE:	/randyfriedberg/		
DATE SIGNED:	02/24/2016		
Total Attachments: 3			
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source=Assignment of Mark#page3.tif			

OP \$40.00 4299593

ASSIGNMENT OF MARK

This ASSIGNMENT OF MARK ("Assignment") is made and entered into this 12th day of February, 2016 by and between ALMO DISTRIBUTING INC., a Pennsylvania corporation ("Assignee") and BROWN-ROGERS-DIXSON COMPANY, a North Carolina corporation ("Assignor").

RECITALS

A. Assignee, as buyer, and Assignor, as the seller, are parties, to an Asset Purchase Agreement ("Purchase Agreement") dated February 12, 2016 which provides for the purchase and sale of certain of the specified assets (the "Acquired Assets") related to the Business of Assignor, which Acquired Assets include, without limitation, the mark listed on Schedule A hereto (the "Trademark").

B. Assignor is the registered owner of all right, title and interest in and to the Trademark, U.S. Registration Number 4,299,593 together with the goodwill of the business connected with and symbolized by the Trademark.

C. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, Assignor, for and in exchange for the payment of the Purchase Price to Seller set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby grant, transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Trademark, together with the goodwill associated therewith and which is symbolized thereby, all rights to sue for infringement of the Trademark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada, Europe and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

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Schedule A
MARK

"CAROLINA FACTORY DIRECT"