

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386514

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHF Industries, Inc.		01/01/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NY-LON Design Ltd.		
Street Address:	28 Ladbroke Gardens		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	W11 2PY		
Entity Type:	Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86977545	BROOKLYN & BOND	
CORRESPONDENCE DATA			
Fax Number:	2159651331		
<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:	215-965-1330		
Email:	progowski@panitchlaw.com		
Correspondent Name:	Patricia Smink Rogowski		
Address Line 1:	2005 Market Street, Suite 2200		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
DOMESTIC REPRESENTATIVE			
Name:	Patricia Smink Rogowski		
Address Line 1:	2005 Market Street, Suite 2200		
Address Line 2:	Panitch Schwarze Belisario & Nadel LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Patricia Smink Rogowski		
SIGNATURE:	/Patricia Smink Rogowski/		
DATE SIGNED:	06/03/2016		
Total Attachments: 5			

OP \$40.00 86977545

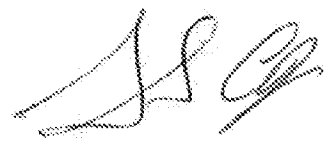
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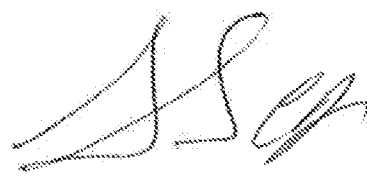


**TRADEMARK PURCHASE AND
ASSIGNMENT AGREEMENT WITH OPTION**

This Trademark Purchase and Assignment Agreement with Option (the "Agreement"), effective as of the date the last signature is entered below (the "Effective Date"), is between NY-LON DESIGN LTD, a corporation of the United Kingdom with a principal place of business at 28 Ladbroke Gardens, London W11 2PY United Kingdom ("Buyer") and CHF INDUSTRIES, INC., a Delaware Corporation with a principal place of business at One Park Avenue, New York, NY 10016 United States of America (referred to herein as the "Seller").

Buyer and Seller hereby agree as follows:

1. **ASSIGNMENT.** Seller hereby sells, assigns, conveys and transfers to Buyer Seller's entire right, title and interest in and to the trademark described in Exhibit A, including all common law rights thereto and all registrations and formalizations of such mark, together with all goodwill associated therewith and all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements of the trademark (the "Transferred Trademark"). Except as set forth in a Trademark License Agreement entered by Buyer and Seller concurrently with this Agreement, Seller reserves no rights to itself for use of the Transferred Trademark after the Effective Date. This Assignment is "AS IS" for the right, title and interest in and to the Transferred Trademark as held by Seller as of the Effective Date.
2. **PURCHASE PRICE.** The purchase price for the Transferred Trademark is one dollar (US\$1.00) (the "Purchase Price"), which is payable by Buyer to Seller within ten (10) calendar days from the Effective Date.
3. **OPTION WITH FIRST RIGHT OF REFUSAL.** Buyer has expressed interest in acquiring Seller's entire right, title and interest in and to the trademark described in Exhibit B, including all common law rights thereto and all registrations and formalizations of such mark, together with all goodwill associated therewith and all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements of the trademark (the "Excluded Trademark"). Subject to the terms of this Agreement, Seller grants Buyer an option with a first right of refusal to purchase the Excluded Trademark (the "Option"). In accordance with this Option, within sixty (60) days after a registration certificate is granted to Seller for the Excluded Trademark, Seller will offer the Excluded Trademark to Buyer in writing. If, within sixty (60) days after Seller's written offer, Buyer does not notify Seller that Buyer is exercising its Option under this Agreement, then Seller may hold for itself or freely transfer the Excluded Trademark to any third party after the conclusion of said sixty (60) day period. To exercise the Option, Buyer shall pay Seller the option purchase price of one dollar (US\$1.00) plus the documented expenses incurred by Seller in connection with registration of the Excluded Trademark between the Effective Date and the date of exercise of the Option. Notwithstanding this Option, Seller shall have complete discretion to abandon the Excluded Trademark without fulfilling the requirements to secure a registration.



4. **SELLER'S COVENANTS.** Seller covenants and agrees that:

- a. it will not contest Buyer's full and complete ownership of the Transferred Trademark for any product, including the rights to use, license the use of and/or register the Transferred Trademark;
- b. except for the Excluded Trademark, it will not seek to register the Transferred Trademark for any product or service anywhere in the world;
- c. it will not contest, or file an opposition to, the acquisition of the Transferred Trademark by Buyer; and
- d. it will not manufacture, advertise, market or sell any products bearing the Transferred Trademark, except as permitted under the Trademark License Agreement.

5. **COOPERATION; COSTS AND EXPENSES.** After payment of the Purchase Price and upon the request of Buyer, Seller shall execute and deliver to Buyer all documentation reasonably requested by Buyer to perfect the transfer of the Transferred Trademark at the United States Patent and Trademark Office. Subject to the foregoing, Buyer shall be responsible for preparation of all documentation required to perfect the transfer of the Transferred Trademark. Each party shall execute and deliver to the other party any further documentation reasonably requested to effect or confirm the transfers and agreements contemplated by this Agreement.

6. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller warrants and represents to Buyer that as of the Effective Date:

- a. Seller has full right and authority to enter into this Agreement and to consummate the transaction contemplated hereby. The person signing this Agreement on behalf of Seller is duly authorized to do so.
- b. Any and all consents and approvals which may be required in order for Seller to enter into this Agreement or consummate the transaction contemplated hereby have been obtained. This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller, its successors and assigns in accordance with their terms. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which Seller is subject or by which Seller is bound, or constitute a breach or default under any agreement or other obligation to which Seller is a party or otherwise bound.
- c. To the best of Seller's knowledge, it is the owner of all right, title and interest in the Transferred Trademark in the United States as set forth in Exhibit A and the Excluded Trademark in the United States as set forth in Exhibit B. Seller has no right, title or interest in the Transferred Trademark or the Excluded Trademark in any other country in the world.



- d. To the best of Seller's knowledge, there are no pending infringement actions relating to the Transferred Trademark or the Excluded Trademark.
- e. To the best of Seller's knowledge, there are no valid liens filed against the Transferred Trademark or the Excluded Trademark.

7. **BUYER'S REPRESENTATIONS AND WARRANTIES.** Buyer represents and warrants to Seller that as of the Effective Date:

- a. Buyer has full right and authority to enter into this Agreement and to consummate the transaction contemplated hereby.
- b. Any and all consents and approvals which may be required in order for Buyer to enter into this Agreement or consummate the transaction contemplated hereby have been obtained. This Agreement and all documents required hereby to be executed by Buyer are and shall be valid, legally binding obligations of and enforceable against Buyer, its successors and assigns in accordance with their terms.
- c. Buyer accepts the assignment of the Transferred Trademark herein and the Excluded Trademark upon exercise of the Option on an "AS IS" basis.

8. **MISCELLANEOUS.**

- a. This Agreement shall be governed by the substantive laws of the State of New York, applicable to agreements fully executed and performed in said State. Any action commenced for any breach hereof, each of the parties hereby irrevocably and unconditionally submits to personal jurisdiction and venue in the Federal or state courts in New York. Each of the parties agrees that it will not bring any action in any other jurisdiction.
- b. All notices, payments, and statements which are required or may be given, shall be in writing sent via certified air mail with a return receipt requested, via commercial courier with confirmation of receipt, or via electronic means which produces a written record of the notice given. Notices shall be effective upon receipt.
- c. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Agreement contains the entire agreement of the parties hereto respecting the subject matter hereof and supersedes all prior agreements, understandings, negotiations, communications and discussions, whether oral or written, of the parties hereto, pertaining to such subject matter. No amendment, supplement, modification or waiver of this Agreement shall be binding unless set forth in writing and signed by the parties hereto.

- d. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in a written document signed by the parties hereto.
- e. This Agreement may be signed in separate counterparts, and facsimile or electronic scanned signatures will be accepted as originals.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates shown below.

BUYER:

NY-LON DESIGN LTD

By: _____

Jeremy Sacher

Title: Director

Date: _____

SELLER:

CHF INDUSTRIES, INC.

By: _____

Camillo Paraone

Title: CFO

Date: _____

Exhibit A

Transferred Trademark:

Trademark	Goods and Services	Owner Identified in US PTO Records
BROOKLYN & BOND App 86/977,545 USPTO Status as of 11.10.15: Review prior to registration completed App 7-OCTOBER-2014	20: pillows; decorative window finials; drapery hardware, namely: curtain rods, finials, and non-textile curtain tie backs; sleeping bags; stools; bathroom closet organizers, namely: storage racks and shelves, and towel racks; magazine racks 24: towels, shower curtains, pillow cases, bedsheets, comforters, dust ruffles, duvets, bed spreads, quilts, blanket throws, curtains, curtain tie-backs made of fabric, fabric valances, draperies	CHF INDUSTRIES, INC. Delaware Corporation One Park Avenue New York, NY 10016 USA

Exhibit B

Excluded Trademark:

Trademark	Goods and Services	Owner Identified in US PTO Records
BROOKLYN & BOND App 86/416,400 USPTO Status as of 11.10.15: A first request for extension of time to file a Statement of Use has been granted. App 7-OCTOBER-2014	21: toothbrush holders; toilet and facial tissue holders; shower caddies; drinking glasses, namely: tumblers; baskets, namely: waste paper baskets 27: fabric bath mats and floor rugs	CHF INDUSTRIES, INC. Delaware Corporation One Park Avenue New York, NY 10016 USA