

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM390438

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Infinity Fabrics, LLC		06/30/2016	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Infinity Woven Products, LLC		
<b>Street Address:</b>	4031 Ross Clark Circle, NW		
<b>City:</b>	Dothan		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	36303		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4919879	SUPERIOR	
<b>Serial Number:</b>	86706956	SUNSATION	
<b>Serial Number:</b>	87087810	INFINITY FABRICS	
<b>Serial Number:</b>	87087816	INFINITY LUXURY WOVEN VINYL	
<b>Serial Number:</b>	87087828	INFINITY LWV	
<b>Serial Number:</b>	87087835	LWV	
<b>Serial Number:</b>	87087847	SUPREME	
<b>Serial Number:</b>	87087853	INFINITY SEAGRASS	
<b>Serial Number:</b>	87087855	BETTER THAN TEAK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2146594832		
<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>			
<b>Phone:</b>	214-659-4528		
<b>Email:</b>	nealk@akllp.com		
<b>Correspondent Name:</b>	Michele P. Schwartz		
<b>Address Line 1:</b>	1717 Main Street		
<b>Address Line 2:</b>	Suite 3700		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		

CH \$240.00 4919879

<b>NAME OF SUBMITTER:</b>	Michele P. Schwartz
<b>SIGNATURE:</b>	/Michele P. Schwartz/
<b>DATE SIGNED:</b>	07/06/2016
<b>Total Attachments: 6</b> source=6.a. IP Assignment (Executed)#page1.tif source=6.a. IP Assignment (Executed)#page2.tif source=6.a. IP Assignment (Executed)#page3.tif source=6.a. IP Assignment (Executed)#page4.tif source=6.a. IP Assignment (Executed)#page5.tif source=6.a. IP Assignment (Executed)#page6.tif	

## INTELLECTUAL PROPERTY (IP) ASSIGNMENT

**THIS INTELLECTUAL PROPERTY (IP) ASSIGNMENT** (this “*Assignment*”) is made as of June 30, 2016, from Infinity Fabrics, LLC, a Georgia limited liability company (“*Assignor*”) the owner of the referenced intellectual property, to Infinity Woven Products, LLC, a Delaware limited liability company (“*Assignee*”).

### RECITALS

**WHEREAS**, Assignor is the owner of the entire right, title and interest in, to and under the intellectual property listed on **Exhibits A and B** attached hereto and incorporated herein by reference, including, without limitation, (i) the patents and patent applications set forth on **Exhibit A** hereto and incorporated herein by reference, the inventions claimed or described therein, any foreign patents, patent applications, utility models or other equivalents corresponding thereto or otherwise claiming priority thereto, including any reexamination, renewals and reissues of same already granted and which may be granted, and any divisional, continuation and continuation-in-part applications claiming priority from same or their foreign counterparts, together with additions thereto, substitutions therefor and modifications thereof and any Letters Patent and issues thereof which may be granted upon said patent applications (“*Patents*”); (ii) the trademarks set forth on **Exhibit B** hereto and incorporated herein by reference, all United States and foreign trademarks, trade names, service marks, whether registered or unregistered, logos, designs, slogans, domain names, product and packaging designs owned or licensed by the Assignor and any registrations or applications for registration thereof as well as any variations in spelling, punctuation, or appearance of such marks, logos, designs or slogans, whether foreign or domestic, and any goodwill associated therewith (“*Trademarks*”); (iii) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise; (iv) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing or in response to an audit of past payments; and (v) with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. (collectively, the “*Intellectual Property*”); and

**WHEREAS**, pursuant to the terms of that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignor and Assignee (the “*Purchase Agreement*”), Assignor has agreed to transfer and assign, and Assignee has agreed to acquire, all of Assignor’s rights, title, and interest in, to and under the Intellectual Property.

**NOW, THEREFORE**, for good and valuable consideration as set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all of Assignor’s worldwide rights, title and interest in, to and under the Intellectual Property.

2. Assignor does hereby sell, assign, transfer and set over onto Assignee, its successors and assigns, all claims and demands the Assignor may have either at law or in equity arising out of past, present or future third party infringement of the Intellectual Property, the right to sue for and collect same for its own use and enjoyment, including the right to collect for past damages, and for the use and enjoyment of its successors, assigns, or other legal representatives.
3. Assignor authorizes the Commissioner of Patents and Trademarks of the United States and any official of any foreign jurisdiction whose duty it is to issue patents and trademarks on any foreign applications, to record the Patents and Trademarks, the right, title and interest therein, as the property of Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment; and Assignor further hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign jurisdiction whose duty it is to issue patents and trademarks on any foreign applications, to issue each and every Letters Patent and Certificates of Registration to be granted upon the Patents and Trademarks to the Assignee, its successors, legal representatives and assigns, as the assignee of the entire right, title and interest therein, in accordance with this Assignment.
4. Assignor hereby agrees to execute, upon request, any and all further papers which may be necessary or desirable to enable the Assignee, its successors and assigns, to file and prosecute the Intellectual Property; and Assignor further agrees to execute any and all further papers which may be necessary or desirable to vest or perfect the title of Assignee, its successors and assigns, in and to the Intellectual Property throughout the world.
5. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
6. Except to the extent federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed under the laws of the State of Delaware, without regard to conflicts of law principles.
7. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
8. This Agreement may be executed in counterparts, each of which, including those with facsimile signatures, will be deemed an original, but all of which together constitute one and the same agreement.
9. The undersigned hereby authorizes the firm of Andrews Kurth LLP to correct errors in this assignment or to insert any further identification or other information necessary or desirable to make this assignment suitable for recordal.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officers or representatives and deem this Assignment to be effective as of the date of the Asset Purchase Agreement set forth above.

INFINITY FABRICS, LLC

By: Steve L. Couch

Name: Steve L. Couch

Title: President

State of: Tennessee

)

County of: Hamilton

) ss:

)

On this 27<sup>th</sup> day of June, 2016, before me personally came the above named Steve L. Couch personally known to me or satisfactorily proven to be the same individual who executed the foregoing Assignment of his/her own free will for the use and purpose therein set forth.

Krystal White Johnson  
Notary Public

My Commission Expires: 7-6-2016



INFINITY WOVEN PRODUCTS, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have caused this Assignment to be executed by their duly authorized officers or representatives and deem this Assignment to be effective as of the date of the Asset Purchase Agreement set forth above.

INFINITY FABRICS, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of: \_\_\_\_\_ )

) ss:

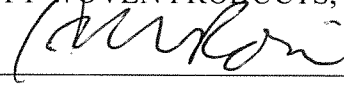
County of: \_\_\_\_\_ )

On this \_\_\_\_ day of June, 2016, before me personally came the above named \_\_\_\_\_ personally known to me or satisfactorily proven to be the same individual who executed the foregoing Assignment of his/her own free will for the use and purpose therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires:

INFINITY WOVEN PRODUCTS, LLC

By:  \_\_\_\_\_

Name: Christopher McRorie

Title: Vice President, General Counsel & Secretary

*[Signature Page to Infinity Fabrics, LLC IP Assignment]*

**EXHIBIT A**

**PATENTS AND PATENT APPLICATIONS**

<b>Title</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Status</b>
Flooring and Wall Fabric	13/779,827	2/28/2013	Pending
Flooring and Wall Fabric	14/189,156	2/25/2014	Pending
Flooring and Wall Fabric	14/565,527	12/10/2014	Pending
Water Resistant Single-Layer Woven Fabric	62/234,854	9/30/2015	Pending

**EXHIBIT B**

**TRADEMARKS**

<b><u>Mark</u></b>	<b><u>Application No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
SUPERIOR	86/706,951	7/28/2015	4,919,879	3/15/2016
SUNSATON	86/706,956	7/28/2015	Pending	Pending
INFINITY FABRICS	87/087,810	7/29/2016	Pending	Pending
INFINITY LUXURY WOVEN VINYL	87/087,816	7/29/2016	Pending	Pending
INFINITY LWV	87/087,828	7/29/2016	Pending	Pending
LWV	87/087,835	7/29/2016	Pending	Pending
SUPREME	87/087,847	7/29/2016	Pending	Pending
INFINITY SEAGRASS	87/087,853	7/29/2016	Pending	Pending
BETTER THAN TEAK	87/087,855	7/29/2016	Pending	Pending