

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402147

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Raleigh Workshop, Inc.		09/01/2016	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Raleigh Denim, LLC		
Street Address:	7320 Six Forks Road, Suite 100		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27615		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86677484	RALEIGH	
Registration Number:	4574347	RALEIGH	
Registration Number:	4199597	RALEIGH	
Registration Number:	3972322	RALEIGH DENIM	
CORRESPONDENCE DATA			
Fax Number:	9198486918		
<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:	9198486164		
Email:	dhilton@hfhlaw.com		
Correspondent Name:	David Hilton		
Address Line 1:	7320 Six Forks Road, Suite 100		
Address Line 4:	Raleigh, NORTH CAROLINA 27615		
NAME OF SUBMITTER:	Scott Silvers, attorney		
SIGNATURE:	/ss/		
DATE SIGNED:	10/17/2016		
Total Attachments: 5			
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BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT is made this 15th day of September, 2016 ("Effective Date"), by and between RALEIGH DENIM, LLC, a North Carolina corporation ("Purchaser"), and RALEIGH WORKSHOP, INC., a North Carolina corporation ("Seller"). The parties hereto may be referred to collectively herein as "parties" or individually as a "party".

RECITAL

Seller and Purchaser entered into that certain Asset Purchase Agreement ("Purchase Agreement") whereby Seller agreed to sell certain assets, property and equipment identified more particularly in the Purchase Agreement and referred to as the "Purchased Assets", which includes those items identified in Exhibit A hereto (the "Purchased Assets"), and Purchaser has agreed to purchase the Purchased Assets from Seller for and in consideration of the Purchase Price as defined in the Purchase Agreement.

AGREEMENTS

In consideration of the recital, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Conveyance. As of the Effective Date, Seller hereby sells, assigns, conveys, transfers and delivers to Purchaser all of its right, title and interest in and to the Purchased Assets, free and clear of any liens or encumbrances.

2. Warranties Of Seller To Purchaser. In consideration of the sale and purchase of the Purchased Assets, Seller represents and warrants as follows:

(A) Powers and Authority. Seller has the full right, power, and authority and has taken all required action necessary to permit it to execute and deliver all instruments necessary and to perform all of the obligations (including the assignment, transfer, and conveyance of the Purchased Assets), and to execute, deliver, and perform all of the obligations contained in all other instruments or agreements required by the **Purchase Agreement**, or incident or collateral hereto, and none of such actions conflicts with or violates any laws or provision of any agreement to which the Seller or the Purchased Assets may be bound, or will result in the imposition of any lien, encumbrance, charge or claim upon any of the Purchased Assets.

(B) Title To Purchased Assets. Seller is the sole owner of the Purchased Assets and hereby transfers good and marketable title to the Purchased Assets, free and clear of all liens, security interests, restrictions, transfers, charges, encumbrances or claims of any kind or nature. Seller covenants to defend such title against any and all claims and indemnify and hold Purchaser harmless from and against any damages suffered by Purchaser in connection with any claim made against any of the Purchased Assets. Seller covenants to defend such title against any

and all claims and indemnify and hold Purchaser harmless from and against any damages suffered by Purchaser in connection with any claim made against any of the Purchased Assets.

(C) Absence of Undisclosed Liabilities. Unless otherwise stated in this agreement, the Seller shall have no unfulfilled or un-accrued liabilities of any kind, nature or description, whether accrued, absolute, contingent, or otherwise, including, without limitation, tax liabilities due or to become due, and whether incurred in respect of or measured by the Seller's income for any period prior to the date hereof, or arising out of transactions entered into, and warrants to Purchaser that it does not know of any basis for the assertion against Seller, as of the date of closing, of any liability of any kind, nature or description or in any amount which relates to the Purchased Assets, except as set forth below. The Seller shall have satisfied all obligations to its employees of the business up to the time of closing and no such employee shall have any lawful and bona fide claim against Seller for compensation or any accrued benefit.

(D) Litigation. There is no litigation or proceedings pending, or, to the best of Seller's knowledge, threatened, against or relating to the Seller or this business nor does Seller know or have any reason to know of any basis for any such action, or of any governmental investigation relative to the business.

(E) Disclosure. No representation or warranty by the Seller in this Agreement, nor any statement or certificate furnished or to be furnished to the Purchaser pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statement contained herein or therein not misleading.

(F) Taxes. Seller has made and shall make all withholdings of taxes required to be made under all applicable federal, state and local tax laws or regulations and make all payments to the taxing authorities of amounts withheld regarding to the business. All personal property taxes, whether or not a lien, assessed against the Purchased Assets or the leased property where the business of Seller was conducted for any prior tax year have been paid in full.

(G) Purchase Price Allocation. Pursuant to IRS Form 8594, Seller will provide an asset acquisition statement to Purchaser within thirty (30) days of closing.

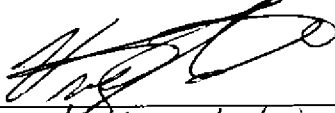
3. Further Assurances. Seller further covenants and agrees that it will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, transfers, assignments and conveyances, confirmations, assurances and consents as Purchaser reasonably requires, to further assure, convey and confirm unto Purchaser all the right, title and interest of Seller in and to the Purchased Assets.

4. Purchase Agreement. This Bill of Sale and Assignment is executed and delivered pursuant to, and is subject in all respects to the terms and conditions of, the **Purchase Agreement** which are incorporated by reference.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Bill of Sale and Assignment as of the date first above written.

SELLER:
RALEIGH WORKSHOP, INC.

By:  (SEAL)
Name: Victor Lytvinenko
Title: President

PURCHASER:
RALEIGH DENIM, LLC

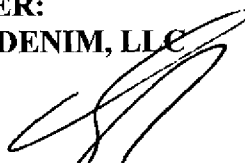
By:  (SEAL)
Name: JOSIP CORINA
Title: _____

EXHIBIT A
Purchased Assets

1. Usable inventories of the Business in the ordinary course of business.
2. The equipment and items of personal property described in Exhibit A-1 hereto and all similar equipment acquired or owned by the business on or before the closing dated including computers and software (the "Equipment").
3. The goodwill of the Business (the "Goodwill").
4. All transferable foreign, federal, state or local or other governmental permits (including occupancy permits), certificates, licenses, consents, authorizations, approvals, registrations or franchises held by the Seller and related to the operation of the Business, to the fullest extent such right, title and interest may be transferred.
5. All phone numbers, fax numbers, webpage and url address, and email addresses used in connection with the Business.
6. Customer and client lists, trade names, Business records, supplies, customer deposits, signs, inventory (including snack bar) and all other personal property used in the Business.
7. All deposits expressly excluding the lease deposit for the New York Lease.
8. Causes of action and rights of recovery of Seller relating to the Business.
9. All data and records related to the operations of Seller, including client and customer lists and records, referral sources, research and development reports and records, production reports and records, service and warranty records, equipment logs, operating guides and manuals, financial and accounting records, creative materials, advertising materials, promotional materials, studies, new business segment and market evaluation reports as well as other reports, correspondence and other similar documents and records and, subject to limitations imposed by local, state, or federal law, copies of all personnel records.
10. To the extent assignable, all proceeds and refunds, including pursuant to insurance policies and contracts of insurance, to the extent they relate to the Purchased Assets.

11. All Federal, State and common law trademark rights owned by the Company, including, without limitation, the rights to the name "Raleigh Denim", "Raleigh Workshop", "RaleighDenim" and the following Federal trademarks which are either pending or registered with the United States Patent and Trademark Office:

Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
<u>86677484</u>		<u>RALEIGH</u>	<u>TSDR</u>	<u>LIVE</u>
<u>85876975</u>	<u>4574347</u>	<u>RALEIGH</u>	<u>TSDR</u>	<u>LIVE</u>
<u>85324599</u>	<u>4199597</u>	<u>RALEIGH</u>	<u>TSDR</u>	<u>LIVE</u>
<u>77808223</u>	<u>3972322</u>	<u>RALEIGH DENIM</u>	<u>TSDR</u>	<u>LIVE</u>

12. All foreign registered and common law trademark rights owned by the Company including the following:

Canadian Registration 1624903 (which includes "Raleigh", Nav-Pack" and Tri-Line) described on Exhibit A-2

European trademarks: ICCAB, Srl 55795R EM_IT/HUDMre; 011787 017 – as further described on Exhibit A-2