

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421473

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900398511		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SBM Candle Group LLC		08/31/2016	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	U.S. Nonwovens Corp.		
Street Address:	100 Emjay Blvd.		
City:	Brentwood		
State/Country:	NEW YORK		
Postal Code:	11717		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4227540	AIR FRESH	
Registration Number:	2832033	AMERICAN CRAFT	
Registration Number:	2298087	AROMA DREAMS	
Registration Number:	2556173	OLD WILLIAMSBURGH	
Registration Number:	4673025	WOOD CRAFT	
CORRESPONDENCE DATA			
Fax Number:	2126843999		
<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:	2126843900		
Email:	efiling@grr.com		
Correspondent Name:	David D. Rodrigues		
Address Line 1:	270 Madison Ave, 8th Floor		
Address Line 2:	Gottlieb, Rackman & Reisman P.C.		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	8732/062		
NAME OF SUBMITTER:	David D. Rodrigues		
SIGNATURE:	/David D. Rodrigues/		

DATE SIGNED:	03/28/2017
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Total Attachments: 5
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into and made effective as of August 31, 2016, by and between SBM CANDLE GROUP LLC (the "Assignor"), a New York Limited Liability Company with an address at 300 Liberty Avenue, Brooklyn, New York 11207, and U.S. NONWOVENS CORP. (the "Assignee"), a New York corporation with an address at 100 Emjay Blvd., Brentwood, NY 11717. Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in that certain Asset Purchase Agreement (the "Purchase Agreement") by and between Assignor and Assignee, dated as of the same date herewith.

WHEREAS, Assignor is the current named owner of all rights, title, and interest in and to the trademarks, service marks, logos, designs, names and trade names and US Trademark Registration Nos. set forth on Schedule A attached hereto for the marks described on such Schedule A, together with all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by said Trademarks (hereinafter, collectively the "Trademarks"); and

WHEREAS, U.S. NONWOVENS CORP. (the "Assignee"), a New York corporation, is simultaneously herewith acquiring all of the Assignor's right, title, and interest in and to the Trademarks, including the goodwill associated with the Trademarks and all causes of action for past, present and future infringement of the Trademarks and the right to collect and retain any proceeds therefrom, in the United States of America and its territories, and, in connection with said acquisition, Assignor assigned and transferred to Assignee all of its right to acquire certain intellectual property of Assignor, including the Trademarks, pursuant to the terms of the Purchase Agreement, and Assignee accepted such assignment; and

WHEREAS, the parties wish to confirm and record this assignment in the records of the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the past receipt and sufficiency which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor did and hereby does assign, convey and transfer to Assignee, its successors and permitted assigns, all of Assignor's right, title and interest, in and to the Trademarks, including all trademark applications and registrations therefor, any common law rights to such Trademarks, all goodwill of the business symbolized by the Trademarks, the portion of the business of Assignors to which any intent-to-use applications set forth on Schedule A pertains, as well as all claims and causes of action against third parties for any and all past infringements of the rights being assigned, and the right to collect and retain any proceeds therefrom; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, and permitted assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurances. Assignor hereby agrees to execute, or cause to be executed, upon the reasonable request of the Assignee, such addition instruments, documents, declarations,

consents and papers as are necessary to continue, secure, defend and register the Trademarks, and to otherwise give full effect to and to perfect the rights of Assignee under this Assignment, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Trademarks with the US Patent & Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar.

3. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of a facsimile version of one or more signatures to this Assignment shall be deemed adequate delivery for all purposes hereof.

5. Notices. All notices and other communications hereunder shall be in writing and shall be made in accordance with the Purchase Agreement.

6. Binding Effect; Assignment. This Assignment and the respective rights, covenants, conditions and obligations of the parties hereunder and any instrument or agreement executed pursuant hereto shall be binding upon and enforceable by, and shall inure solely to the benefit of, the parties hereunder and their respective heirs, successors and permitted assigns.

7. Section Titles. The titles of the sections of this Assignment are for convenience only and will not in any way affect the interpretation of any section or of the Assignment itself.

The Assignor expressly agrees to execute, acknowledge and deliver such documents and other instruments as may be further requested by the Assignee to evidence or effectuate the sale, assignment, transfer, conveyance and delivery of the Trademarks to the Assignee.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed and delivered as of August 31, 2016.

SBM CANDLE GROUP LLC

By: 
Name: Sheldon Perl
Title: Managing Member

SCHEDULE A

Trademarks

Reference # 5186*

COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
AIR FRESH							
UNITED STATES	5186-04/313351	10/26/2013	85456306	10/16/2013	4237540	REGISTERED	04
AMERICAN CANDLE CO.							
UNITED STATES	5186-4					ABANDONED	
AMERICAN CRAFT							
UNITED STATES	5186-10/251627	4/4/2003	78233924	4/13/2003	2932033	REGISTERED	04
AROMA DREAMS							
UNITED STATES	5186-17	8/21/1998	75671,618	12/7/1998	2,294,887	REGISTERED	04
CINDY'S CANDLES (SEARCH)							
UNITED STATES	5186-5					ABANDONED	
CLAIRE'S GARDEN							
UNITED STATES	5186-9	5/10/2002	78127,841	7/28/2003	2,745,298	ABANDONED	04
CLAIRE'S GARDEN FILLED WAX CANDLE AND DESIGN							
UNITED STATES	5186-11	6/3/2002	78132,701	6/23/2004	2,556,777	ABANDONED	21
COUNTRY DREAM							
UNITED STATES	5186-16	9/11/1997	75355,097	5/23/1998	2,167,793	ABANDONED	04
COUNTRY DREAMS							
UNITED STATES	5186-16A/238410	6/16/2009	77760569	7/27/2010	3823862	REGISTERED	04
CYNTHIA'S TRADITIONS (SEARCH)							
UNITED STATES	5186-7					ABANDONED	
GLOWING VISIONS							
UNITED STATES	5186-21	10/1/1997	75355,453	12/8/1998	2,208,790	ABANDONED	04

COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
HOLIDAY DREAMS							
UNITED STATES	5186-20	10/6/1999	75016,463	7/30/2002	2,501,764	ABANDONED	04
MASON (SEARCH)							
UNITED STATES	5186-6					ABANDONED	
OLD WILLIAMSBURGH							
UNITED STATES	5186-130291530	5/2/2001	76061711	4/2/2002	2556173	REGISTERED	04
OLD WILLIAMSBURGH CANDLE CORP.							
UNITED STATES	5186-14	10/6/1999	75016,462	1/29/2002	2,523,363	ABANDONED	04
OLD WILLIAMSBURGH HOUSE & GARDEN							
UNITED STATES	5186-15	7/11/2001	76073,263	7/1/2003	2,732,095	ABANDONED	04
OLD WILLIAMSBURGH HOUSE & GARDEN FINE FRAGRANCES FOR THE HOME							
UNITED STATES	5186-12	11/28/2001	76095,558	3/18/2003	2,697,063	ABANDONED	04
SKEETER BEETER							
UNITED STATES	5186-16/330087	1/15/1997	75225915	1/27/1998	2132393	ABANDONED	05
UNITED STATES	5186-16A/330087	11/26/2012	85797059			ABANDONED	
WOOD CRAFT							
CANADA	5186-26CA/364648	9/11/2014	1653436	9/15/2015	71A926993	REGISTERED	004
UNITED STATES	5186-26/347515	3/6/2014	85213209	1/13/2015	4673025	REGISTERED	004
END OF REPORT				TOTAL ITEMS SELECTED =		24	