

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422356

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BALTIC LINEN COMPANY, INC.		03/31/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Sobel Westex		
Street Address:	2670 S. Western Avenue		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89109		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Serial Number:	87036468	ASTERISK	
Registration Number:	4477800	BED MIX	
Registration Number:	4475024	BEDMIX	
Registration Number:	4524737	BELVEDERE COURT	
Registration Number:	4707035	BELVEDERE ROW	
Serial Number:	86842317	BLISSFUL NIGHTS	
Registration Number:	4649298	CHELSEA	
Registration Number:	4477805	CHELSEA COLLECTION	
Registration Number:	4824891	CHELSEA HOME	
Serial Number:	86819695	CHELSEA UNIVERSITY	
Registration Number:	4478031	CRISTOBEL COLLECTION	
Serial Number:	87062771	EGYPTIAN MAJESTIC	
Serial Number:	87062785	EGYPTIAN MAJESTIC	
Registration Number:	4709649	ENDURE	
Registration Number:	4707036	EXCELLENCE COLLECTION	
Serial Number:	87036431	FIFTH & MAIN	
Serial Number:	86834458	HUDSON SQUARE	
Registration Number:	4478030	LILLIAN ANDERSON	
Serial Number:	86834474	LOOM	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	87093335	LOOM NATURALS
Registration Number:	4649299	PURE ELEGANCE
Registration Number:	4667143	PURE OPULENCE
Serial Number:	86294075	PURE PERFORMANCE
Registration Number:	4964441	PYRAMID
Registration Number:	2940222	PYRAMID
Registration Number:	4707039	PYRAMID EXCEL
Registration Number:	4898137	REGAL EXCELLENCE
Registration Number:	4898136	ROYAL EXCELLENCE
Serial Number:	86326806	SAND SOLUTIONS
Registration Number:	4649296	SIGNET
Registration Number:	4707038	SIGNET EXCELLENCE
Registration Number:	4707037	SIGNET PREMIER COLLECTION
Registration Number:	4993247	SOFT AND COZY
Serial Number:	87062799	SUPER LOOP
Serial Number:	87036452	TAPESTRY
Registration Number:	4649295	WARDROBE

CORRESPONDENCE DATA

Fax Number: 3059615556

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.

Phone: 3055790558

Email: chius@gtlaw.com

Correspondent Name: Greenberg Traurig, P.A.

Address Line 1: Sandy Chiu, Esq.

Address Line 2: 333 SE 2nd Ave Ste 4400

Address Line 4: Miami, FLORIDA 33131

ATTORNEY DOCKET NUMBER: 101822.010800

NAME OF SUBMITTER: Sandy Chiu

SIGNATURE: /Sandy Chiu/

DATE SIGNED: 04/04/2017

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective as of March 31, 2017, is entered into by and between Baltic Linen Company, Inc., a New York corporation, with a business address of 1999 Marcus Avenue, Suite 220, Lake Success, New York 11042 (the "Assignor"), and Sobel Westex, a Nevada corporation, with a business address of 2670 S. Western Avenue, Las Vegas, Nevada 89109 (the "Assignee").

WHEREAS, the Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of March 31, 2017 (the "Asset Purchase Agreement"), pursuant to which Assignee (i) has acquired from Assignor all right, title, and interest in the trademarks, including, without limitation, the registrations and applications identified in the attached Schedule A, together with any and all goodwill and common law rights of Assignor in the trademarks that are the subject of such registrations and applications (collectively referred to as the "Trademarks"), and (ii) has become the successor to Assignor's business or portion thereof to which any U.S. trademark applications filed on the basis of "intent-to-use" relate, which business is existing and ongoing. Capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Asset Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Assignor and the Assignee hereby agree as follows:

1. Assignment of Rights. The Assignor, for good and valuable consideration received, hereby sells, assigns, and transfers to the Assignee, its successors, and assigns, all rights, title, and interests in and to:
 - a. the Trademarks, including without limitation all registrations and applications thereof, all registrations which may be granted in respect of such applications, all renewals of such registrations, and all common law rights therein;
 - b. the goodwill of the business symbolized by such Trademarks, together with Assignor's business or that portion thereof to which the Trademarks pertain;
 - c. all income, royalties or payments due or payable as of the date hereof or thereafter, excluding any income, royalties, or payments due or payable that may be deemed to arise from Excluded Inventory or Excluded Receivables, but otherwise including, without limitation all claims for damages by reason of past, present or future infringement, dilution, misappropriation, violation or other unauthorized use of the Trademarks, with the right to sue for and collect the same in Assignee's own name, the right to bring suit and recover damages for past, present, and future infringement, dilution, misappropriation, violation, or unlawful imitation of such Trademarks;
 - d. the entire right, title, and interest in all convention and treaty rights of all kinds, including without limitation all rights of priority in any country of the world, in and to the Trademarks; and

- e. all prosecution history files for such Trademark registrations and applications for trademark registration in the possession of Assignor, as well as records, prototypes, specimens, and materials contained in such files.

2. Terms of Asset Purchase Agreement. All the terms of the Asset Purchase Agreement are incorporated herein by this reference. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede, and prevail. Notwithstanding anything to the contrary in this Assignment, nothing herein is intended to, nor shall it, limit or otherwise alter the representations, warranties, covenants, and obligations of the parties contained in the Asset Purchase Agreement or the survival thereof.

3. Authorization. Assignor hereby authorizes and requests the competent authorities to record this Agreement and to grant and issue any and all registrations of the Trademarks throughout the world to Assignee, its successors, or assigns, whose rights, title, and interests in such registrations are the same as would have been held and enjoyed by Assignor had this Agreement not been made.

4. Further Action. Assignor further agrees to execute and have executed all documents, instruments and papers to perform all acts as deemed reasonably necessary by Assignee to perfect in Assignee the foregoing rights, title and interests.

5. Successors and Assigns. This Assignment shall be binding upon and be enforceable against the Assignor and its respective successors and permitted assigns and shall inure to the benefit of and be enforceable by the Assignee and its successors and permitted assigns.

6. Governing Law. The interpretation, construction and enforcement of this Assignment, and all matters relating to it, will be governed by the internal laws of the State of New York.

7. Severability. If any provision of this Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Trademarks.

8. Amendment. This Assignment may be amended or modified only by a written instrument executed by all of the parties hereto.

9. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be an original and all of which taken together will constitute one and the same instrument. An executed signature page of this Assignment delivered by facsimile or PDF transmission shall be as effective as an original executed signature page.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment as of the date first set forth above.

BALTIC LINEN COMPANY, INC.

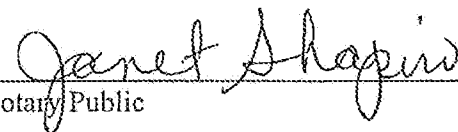
By: 

Name: Frank Greenberg

Title: Chief Executive Officer

STATE OF Ny, COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 31st day of March, 2017, by Frank Greenberg, the CEO of Baltic Linen Company, Inc., on behalf of said company. He/she is personally known to me or produced _____ as identification.

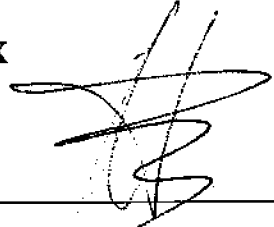

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires: _____

JANET SHAPIRO
NOTARY PUBLIC STATE OF NEW YORK
NO. 0122502272
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES 04 18 2018

SOBEL WESTEX



By: _____

Name: Roberto Caridi Mitrani

Title: President

STATE OF New York COUNTY OF New York

The foregoing instrument was acknowledged before me this 31st day of March, 2017, by Roberto Caridi Mitrani the president of Sobel Westex, on behalf of said company. He/she is personally known to me or produced Driver License as identification.



Notary Public

Efrain Camacho

Typed, printed or stamped name of Notary Public

My Commission Expires: 4-9-2020

Efrain Camacho
NOTARY PUBLIC STATE OF NEW YORK
No. 01CA6259245
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES APRIL 9 2020

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006025 FRAME: 0718

SCHEDULE A

Trademark	Country	Application No.	Registration No.
ASTERISK	United States	87/036,468	
BED MIX	United States	85/966,500	4,477,800
BEDMIX	United States	85/966,530	4,475,024
BELVEDERE COURT	United States	85/971,883	4,524,737
BELVEDERE ROW	United States	86/294,530	4,707,035
BLISSFUL NIGHTS	United States	86/842,317	
CHELSEA	United States	86/294,449	4,649,298
CHELSEA COLLECTION	United States	85/966,738	4,477,805
CHELSEA HOME	United States	86/294,494	4,824,891
CHELSEA UNIVERSITY	United States	86/819,695	
CRISTOBEL COLLECTION	United States	85/972,219	4,478,031
EGYPTIAN MAJESTIC	United States	87/062,771	
EGYPTIAN MAJESTIC	United States	87/062,785	
ENDURE	United States	86/301,272	4,709,649
EXCELLENCE COLLECTION	United States	86/294,544	4,707,036
FIFTH & MAIN	United States	87/036,431	
HUDSON SQUARE	United States	86/834,458	
LILLIAN ANDERSON	United States	85/972,205	4,478,030
LOOM	United States	86/834,474	
LOOM NATURALS	United States	87/093,335	
PURE ELEGANCE	United States	86/294,605	4,649,299

PURE OPULENCE	United States	86/294,595	4,667,143
PURE PERFORMANCE	United States	86/294,075	
PYRAMID	United States	86/780,858	4,964,441
PYRAMID & Pyramid Design	United States	78/404,604	2,940,222
PYRAMID EXCEL	United States	86/294,619	4,707,039
REGAL EXCELLENCE	United States	86/678,120	4,898,137
ROYAL EXCELLENCE	United States	86/678,115	4,898,136
SAND SOLUTIONS	United States	86/326,806	
SIGNET	United States	86/293,966	4,649,296
SIGNET EXCELLENCE	United States	86/294,586	4,707,038
SIGNET PREMIER COLLECTION	United States	86/294,566	4,707,037
SOFT AND COZY	United States	86/821,316	4,993,247
SUPER LOOP	United States	87/062,799	
TAPESTRY	United States	87/036,452	
WARDROBE	United States	86/293,929	4,649,295