TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464165

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Color Image Apparel, Inc.		01/26/2018	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bella + Canvas, LLC
Street Address:	6670 Flotilla Street
City:	Commerce
State/Country:	CALIFORNIA
Postal Code:	90040
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Serial Number:	87282115	100% COMBED & RING-SPUN COTTON NO C.O.E.
Serial Number:	87282095	BE DIFFERENT
Serial Number:	87282100	BE DIFFERENT.
Serial Number:	87282121	BE DIFFERENT NO C.O.E. | NO SWEATSHOPS |
Registration Number:	3519794	BELLA
Registration Number:	2895709	BELLA
Registration Number:	4353773	BELLA
Registration Number:	4163125	BELLA
Registration Number:	2668441	BELLA
Registration Number:	4254778	BELLA + CANVAS
Registration Number:	4360648	BELLA + CANVAS
Registration Number:	4360652	BELLA + CANVAS
Registration Number:	4360651	BELLA + CANVAS LOS ANGELES
Registration Number:	3250727	BELLA BABY
Registration Number:	3293659	BELLA BABY
Registration Number:	4255236	BELLABABY
Serial Number:	87071788	BELLA COUTURE
Serial Number:	87635965	BELLA COUTURE
Serial Number:	87071785	BELLA FASHION

CH $965.00 87282115

Property Type	Number	Word Mark
Registration Number:	3158111	BELLA GIRL
Registration Number:	4259038	BELLA GIRL
Serial Number:	87071778	BELLA LUXE
Registration Number:	3967706	BELLA LUXX
Registration Number:	4116227	BELLA LUXX
Registration Number:	2902611	BELLA MATERNA
Registration Number:	2936562	BELLA MATERNA
Registration Number:	4259037	BELLA MISSY
Registration Number:	4262459	BELLA MISSY
Serial Number:	87071793	BELLA SPORT
Serial Number:	87346148	BLACK HEATHER
Registration Number:	3884550	CANVAS
Registration Number:	4360649	CANVAS
Serial Number:	87282126	CRAFTED TEES
Serial Number:	87264272	FLOWY
Registration Number:	4126001	LITTLE BELLA
Registration Number:	5241545	NOT ALL TEES ARE CREATED EQUAL
Serial Number:	87282123	SIDE-SEAM EVERY TEE
Registration Number:	4697348	100% COMBED AND RING-SPUN NO C.O.E. NO C

CORRESPONDENCE DATA

Fax Number: 7145469035

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: 714-641-5100
Email: trademarks@rutan.com
Correspondent Name: Lindsay J. Hulley, c/o Rutan & Tucker
Address Line 1: 611 Anton Blvd.
Address Line 2: Floor 14
Address Line 4: Costa Mesa, CALIFORNIA 92626-7681

ATTORNEY DOCKET NUMBER:	102185.0000
NAME OF SUBMITTER:	Lindsay J. Hulley
SIGNATURE:	/Lindsay J. Hulley/
DATE SIGNED:	03/02/2018

Total Attachments: 9
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of January 26, 2018 (the "Effective Date"), by and between Color Image Apparel, Inc., a California corporation (the "Assignor"), and BELLA + CANVAS, LLC, a California limited liability company (the "Assignee").

Recitals

Assignor is the owner of the trademarks used in the United States of America (the "USA Trademarks") listed on Schedule I, and is the owner of the trademarks used outside of the United States of America (the "Foreign Trademarks") listed on Schedule II both of which are attached hereto and incorporated herein by reference. The USA Trademarks and Foreign Trademarks are collectively referred to as the "Trademarks."

Assignee wishes to acquire all the right, title and interest in and to the Trademarks, and any pending applications and registrations thereof, together with the goodwill pertaining thereto.

Assignee is the successor to the portion of the business to which the Trademarks pertain, and that business is ongoing and existing, pursuant to Section 10 of the Trademark Act, 15 U.S.C. § 1060; 37 C.F.R. § 3.16.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor assigns the Trademarks and any registrations thereof, together with the goodwill pertaining thereto, to Assignee as follows:

1. GRANT OF RIGHTS:

Assignor irrevocably grants, transfers, assigns and delivers to Assignee, all right, title and interest of every kind and character throughout the world that it has in and to the Trademarks, and the goodwill of the business pertaining thereto, including the right to and all claims for past damages, it being acknowledged and understood that it is the intention of this assignment to confer upon Assignee Assignor's full and complete title to, interest in, and ownership of the Trademarks.

2. REPRESENTATIONS AND WARRANTIES:

Assignor represents and warrants as of the Effective Date:

2.1. Assignor is the owner of the Trademarks free and clear of any lien, encumbrance, claim or challenge other than the grant of a security interest in the Trademarks by Assignor to Comerica Bank, a Texas banking association, in its capacity as Agent and in its capacity as a

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Lender under the Revolving Credit and Term Loan Agreement dated May 14, 2014 (as amended from time to time, the "Credit Agreement") entered into by Assignor, Agent, the Lender and the other Lenders from time to time who are party thereto, and, to Assignor's knowledge, the Trademark registrations are duly perfected, fully paid to date, and in good standing, and all trademark applications are pending without opposition or objection by any third party.

2.2. Except as otherwise set forth in 2.1 above, Assignor has not previously assigned to any other person its ownership, right, or title, in whole or in part, to any of the Trademarks. This Assignment is subject to, and the assigned Trademarks will continue to be subject to, the security interest granted to the Agent on behalf of the Lenders as provided under the Credit Agreement.

2.3. If required under the Credit Agreement, Assignor will obtain from the Agent, on behalf of the Lenders, the consent of the Agent and the Lenders to the assignment and transfer of the Trademarks hereunder, provided that Assignee will cooperate with Assignor in executing, acknowledging and delivering such security agreements, assignments, conveyances and other assurances, documents and instruments of collateral assignment to the Agent, on behalf of the Lenders, as Assignor may reasonably request from time to time for the purpose of obtaining such consent of Agent, and provided further that Assignee shall take any and all such other actions consistent with the terms of this Assignment and the continuation of the security interest grant to the Agent on behalf of the Lenders in the Trademarks as may be required under the Credit Agreement, the Security Agreement (as defined in the Credit Agreement), and any other agreements, documents or instruments associated with or related to the Credit Agreement, Security Agreement, and any such other agreements, documents or instruments.

3. RIGHTS AND OBLIGATIONS:

Assignor agrees to execute and deliver or cause to be executed and delivered to Assignee or any purchaser of the Trademarks from Assignee any and all documents and instruments, in form and substance reasonably satisfactory to Assignee and its counsel, necessary to effect and complete the assignment, transfer, grant or sale to Assignee of all rights or property acquired or intended by Assignor and Assignee to be acquired by Assignee under this Assignment, and shall pay any fees or expense found due and owing prior to the date of this Assignment.

4. ASSIGNMENT:

The obligations, representations and warranties of Assignor herein may be transferred by Assignee to any purchaser of the Trademarks from Assignee and such purchaser may enforce the representations and warranties as though made to it. This Assignment shall bind and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns.

5. AUTHORIZATION.

Assignor authorizes the Commissioner of Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the

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assignee and owner of any and all of Assignor's rights in the Trademarks and the registration thereof including any renewals, extensions or maintenance filings thereof or relating thereto.

6. COUNTERPARTS.

This Assignment may be executed in one or more counterparts, or by the parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but both of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment transmitted by facsimile or via the Internet as a PDF or JPEG electronic format file, shall be effective as delivery of a manually executed counterpart of this Assignment for all purposes.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the Effective Date.

ASSIGNOR:

Color Image Apparel, Inc.

By: _____
Marco DeGeorge, Co-President

ASSIGNEE:

BELLA + CANVAS, LLC

By: _____
Marco DeGeorge, Manager

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Schedule I

USA Trademarks

No.	Trademark	Image (if a non-standard character mark)	Serial Number	Registration Number
1.	100% COMBED & RING-SPUN COTTON NO C.O.E. NO CARDED OPEN END		87/282115	N/A
2.	100% COMBED AND RING-SPUN NO C.O.E. NO CARDED OPEN END		85/575863	4697348
3.	BE DIFFERENT		87/282095	N/A
4.	BE DIFFERENT		87/282100	N/A
5.	BE DIFFERENT NO C.O.E. SWEATSHOPS W.R.A.P.....		87/282121	N/A
6.	BELLA		77/423400	3519794
7.	BELLA		78/306447	2895709
8.	BELLA		85/762621	4353773
9.	BELLA (Class 35)		85/156401	4163125
10.	BELLA (Stylized)		76/308113	2668441
11.	BELLA + CANVAS		85/364783	4254778
12.	BELLA + CANVAS		85/762617	4360648

No.	Trademark	Image (if a non-standard character mark)	Serial Number	Registration Number
13.	BELLA + CANVAS (stylized)	BELLA+CANVAS	85/762626	4360652
14.	BELLA + CANVAS LOS ANGELES (stylized)	BELLA+CANVAS LOS ANGELES	85/762624	4360651
15.	BELLA BABY		78/753670	3250727
16.	BELLA BABY (stylized)	bella baby	78/763045	3293659
17.	BELLA BABY(design)	BELLA BABY	85/516044	4255236
18.	BELLA COUTURE		87/071788	N/A
19.	BELLA COUTURE		87/635965	N/A
20.	BELLA FASHION		87/071785	N/A
21.	BELLA GIRL		78/753725	3158111
22.	BELLA GIRL (design)	BELLA GIRL	85/487403	4259038
23.	BELLA LUXE		87/071778	N/A
24.	BELLA LUXX		85/019598	3967706
25.	BELLA LUXX (Class 35)		85/297573	4116227
26.	BELLA MATERNA	BELLA MATERNA	76/143766	2902611

No.	Trademark	Image (if a non-standard character mark)	Serial Number	Registration Number
27.	BELLA MATERNA	BELLA MATERNA	76/143767	2936562
28.	BELLA MISSY		85/487399	4259037
29.	BELLA MISSY (design)	BELLA	85/487405	4262459
30.	BELLA SPORT		87/071793	N/A
31.	BLACK HEATHER		87/346148	N/A
32.	CANVAS (stylized)	CANVAS	77/950078	3884550
33.	CANVAS (stylized)	CANVAS	85/762619	4360649
34.	CRAFTED TEES		87/282126	N/A
35.	FLOWY		87/264272	N/A
36.	LITTLE BELLA		77/962652	4126001
37.	NOT ALL TEES ARE CREATED EQUAL		87/282131	5241545
38.	SIDE-SEAM EVERY TEE		87/282123	N/A

Schedule II

Foreign Trademarks

No.	Trademark	Country	Application Number	Registration Number
1.	BELLA + CANVAS	AU	1479916	1108127
2.	FLOWY	AU	1851380	N/A
3.	BELLA	CA	1623938	N/A
4.	BELLA (stylized)	CA	1154747	TMA624924
5.	BELLA + CANVAS	CA	1558716	TMA928958
6.	BELLA + CANVAS (stylized)	CA	1623939	TMA928988
7.	BELLA BABY	CA	1624365	TMA937442
8.	BELLA GIRL	CA	1624359	TMA900430
9.	BELLA LUXX	CA	1535173	TMA877260
10.	BELLA MISSY	CA	1624360	TMA937423
11.	CANVAS	CA	1772127	N/A
12.	CANVAS (stylized)	CA	1623941	N/A
13.	CANVAS and design	CA	1239492	TMA706182
14.	FLOWY	CA	1842149	N/A
15.	BELLA (Stylized)	CH	859520	859520
16.	BELLA + CANVAS	CN	108127	1108127
17.	BLACK HEATHER	CN	To Be Assigned	N/A
18.	FLOWY	CN	24620568	N/A
19.	BELLA	EM	1160626	1160626
20.	BELLA (Stylized)	EM	003058039	003058039
21.	BELLA + CANVAS	EM	1108127	1108127
22.	BELLA + CANVAS (stylized)	EM	A0035442	1163446
23.	BELLA GIRL	EM	A0035445	1162892
24.	BELLA LUXX	EM	1055119	1055119
25.	BELLA MATERNA	EM	006278808	006278808
26.	BELLA MISSY	EM	A0035446	1160801
27.	BELLABABY (stylized)	EM	A0035447	1160975
28.	BLACK HEATHER	EM	017075144	N/A
29.	CANVAS (stylized)	EM	1050161	1050161
30.	CANVAS (stylized)	EM	1160974	1160974
31.	FLOWY	EM	016843567	N/A
32.	FLOWY	GB	3236791	3236791
33.	FLOWY	HK	304169593	N/A
34.	BELLA (stylized)	JP	2005-086520	5162015
35.	BELLA + CANVAS	JP	2012-351884	1108127
36.	FLOWY	JP	2017-077745	5988505
37.	VERA & VERA (katakana characters)	JP	2001-072651	4564124
38.	BELLA	NO	860334	860334
39.	BELLA (Stylized)	NO	859520	859520
40.	BELLA + CANVAS	NZ	854790	854790
41.	BELLA	UA	860334	860334

No.	Trademark	Country	Application Number	Registration Number
42.	BELLA (Stylized)	UA	859520	859520
43.	BELLA	WP	860334	860334
44.	BELLA	WP	1160626	1160626
45.	BELLA	WP	A0035437	1161591
46.	BELLA (stylized)	WP	859520	859520
47.	BELLA + CANVAS	WP	1108127	1108127
48.	BELLA + CANVAS (stylized)	WP	A0035442	1163446
49.	BELLA GIRL	WP	A0035445	1162892
50.	BELLA LUXX	WP	1055119	1055119
51.	BELLA MISSY	WP	A0035446	1160801
52.	BELLABABY (stylized)	WP	A0035447	1160975
53.	CANVAS (stylized)	WP	1050161	1050161
54.	CANVAS (stylized)	WP	1160974	1160974