

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468443

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Moore Company		04/02/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Garflex, Inc.		
Street Address:	9594 41St Street, Suite 209		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33178		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	71351345	FULFLEX	
Serial Number:	87388899	COMFI-FIT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8028601003		
Email:	jmccabe@dunkielsaunders.com		
Correspondent Name:	Justin W McCabe		
Address Line 1:	91 College St.		
Address Line 4:	Burlington, VERMONT 05401		
NAME OF SUBMITTER:	Justin W. McCabe		
SIGNATURE:	/Justin W. McCabe/		
DATE SIGNED:	04/04/2018		
Total Attachments: 9			
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THIS SHORT FORM IP ASSIGNMENT (together with all Schedules attached hereto, this "Assignment") is entered into and shall be effective as of April 2, 2018 (the "Effective Date"), by and between **THE MOORE COMPANY (D/B/A FULFLEX, INC.)**, (the "Transferor"), and **GARFLEX INC.**, as Purchaser (the "Transferee"). Capitalized terms used but not defined in this Assignment shall have the meanings provided in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Transferee and Transferor have entered into that certain Asset Purchase Agreement, dated March 12, 2018 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Purchaser desires to purchase the Purchased Assets and assume the Assumed Liabilities from Transferor, and Transferor desires to sell, convey, assign and transfer to Purchaser the Purchased Assets together with the Assumed Liabilities, all on the terms and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, in connection with the consummation of the transactions contemplated by the Purchase Agreement, Transferor desires to assign to Transferee all of Transferor's right, title and interest in and to the Transferred Intellectual Property (as defined below) in accordance with the terms and conditions set forth herein and in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Assignment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor and Transferee hereby agrees as follows:

1. Defined Terms.

"Transferred Intellectual Property" means all Business Intellectual Property, including, without limitation, all of the following:

- a. the trademark registrations and applications set forth on Schedule A hereto and all issuances, extensions and renewals thereof and all domain name registrations and material unregistered marks set forth on Schedule A hereto (collectively, the "Trademarks"), together with the goodwill of the business connected with the Trademarks;
- b. the copyright registrations and applications set forth on Schedule A hereto and all issuances, extensions and renewals thereof (collectively, the "Copyrights");
- c. the patents and patent applications set forth on Schedule A hereto, including all patent and patent applications to which the foregoing claim priority and all inventions, all letters patent in all jurisdictions and countries of the world, and all issuances, divisionals, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, including without limitation the patent applications and issued

patents listed on Schedule A, whether patented or unpatented, and whether or not reduced to practice, of any of the foregoing (collectively, the “Patents”);

- d. all trade secrets, confidential information, know-how, and all other related Intellectual Property included in the Business Intellectual Property (collectively, the “Trade Secrets”), including all material proprietary software set forth on Schedule A hereto;
- e. all rights of any kind whatsoever of Transferor accruing under any of the foregoing provided by applicable law;
- f. any and all royalties, fees, damages, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and arising for time periods on or after the Effective Time; and
- g. any and all claims and causes of action, 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, dilution, misappropriation, violation, or misuse, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages and arising for time periods on or after the Effective.

2. Assignment. As of the Effective Date, Transferor hereby absolutely, irrevocably and unconditionally sells, assigns, transfers, conveys and delivers to Transferee and its successors and assigns to have and to hold forever, free and clear of all encumbrances, and without representation or warranty of any kind whatsoever except as set forth in, and subject to the terms of, the Purchase Agreement, all of Transferor’s entire worldwide right, title, benefit, privileges and interests in and to the Transferred Intellectual Property, including, without limitation, all applications, registrations and issuances therefor and any common law rights to such Transferred Intellectual Property, together with any and all goodwill connected with and symbolized thereby, the same to be held and enjoyed by Transferee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Transferor if this assignment and sale had not been made, as assignee of its entire right, title and interest therein.

3. Recordation and Further Actions. Transferor hereby authorizes the Commissioners for Trademarks and for Patents for the United States Patent and Trademark Office and the Commissioner for Copyrights for the United States Copyright Office and all similar or corresponding foreign governmental bodies to record and register this Assignment upon request by Transferee.

4. Further Assurances. From time to time after the Closing, as and when requested by Transferee, Transferor further agrees to execute and deliver, or cause to be executed and delivered, such other documents, instruments, conveyances, assurances and papers and to take,

or cause to be taken, all such further actions as may be reasonably required or desirable to evidence and carry out the provisions hereof and of the Purchase Agreement and the transfers contemplated hereby and thereby, including to continue, secure, defend, register and otherwise give full effect to and to perfect the rights of Transferee under this Assignment in and to the Transferred Intellectual Property worldwide. In addition to the foregoing, Transferor hereby absolutely, irrevocably and unconditionally covenants and agrees that, from and after the Effective Date, Transferor will not (and will not be entitled to and shall cause its employees, officers, directors, consultants, contractors, and other representatives not to) use in any way or for any purpose, nor disclose to any third party, any of the Trade Secrets. Without limiting any of the foregoing, in conjunction with the assignment of the domain names, Transferor shall promptly take all action necessary to formally transfer ownership of the domain names to Transferee in accordance with the applicable domain name transfer procedure for the domain names and provide authorization to the applicable domain name registrar to transfer ownership and title to the domain names to Transferee.

5. Terms of the Purchase Agreement. Transferor and Transferee acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Transferor and Transferee with respect to the Transferred Intellectual Property. The delivery of this Assignment shall not amend, affect, expand, diminish, supersede, modify, replace, rescind, waive or otherwise impair any of the representations, warranties, covenants, indemnities, terms or provisions of the Purchase Agreement or any of the rights, remedies or obligations of the Transferor or Transferee provided for therein or arising therefrom in any way, all of which shall remain in full force and effect in accordance with their terms.

6. Successorship. This Assignment shall be binding upon, inure to the benefit of, and be enforceable by Transferor and Transferee and their respective successors and permitted assigns. The covenants of Transferor and Transferee contained herein shall survive the execution and delivery of this Assignment.

7. General Provisions. Nothing contained in this Assignment supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of Transferor or Transferee under the Purchase Agreement (all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the Purchase Agreement). In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto.

8. Severability. Whenever possible, each provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal or unenforceable in any jurisdiction, such provision shall be ineffective as to such jurisdiction to the extent of such invalidity, illegality or unenforceability without invalidating or affecting the remaining provisions hereof or affecting the validity, legality or enforceability of such provision in any other jurisdiction. Upon such a determination, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties hereto as closely as possible in a reasonably acceptable

manner in order that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible.

9. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimile transmission of any signed original counterpart and/or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

10. Governing Law. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Assignment, and any action that may be based upon, arising out of or related to this Assignment or the negotiation, execution or performance of this Assignment or the transactions contemplated hereby will be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of New York or any other jurisdiction that would cause the laws of any jurisdiction other than the State of New York to apply.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be duly executed by its duly authorized officer as of the date first above written.

THE MOORE COMPANY
(D/B/A FULFLEX, INC.), as
Transferor

By: *Alexandra Moore*
Name: *Alexandra Moore*
Title: *Executive Vice President*

Signature Page
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TRADEMARK
REEL: 006310 FRAME: 0888

GARFLEX INC., as Transferee

By: Maria T. Santiago

Name: MARIA T. Santiago

Title: President

*Signature Page
Short Form IP Assignment*

**TRADEMARK
REEL: 006310 FRAME: 0889**

SCHEDULE A

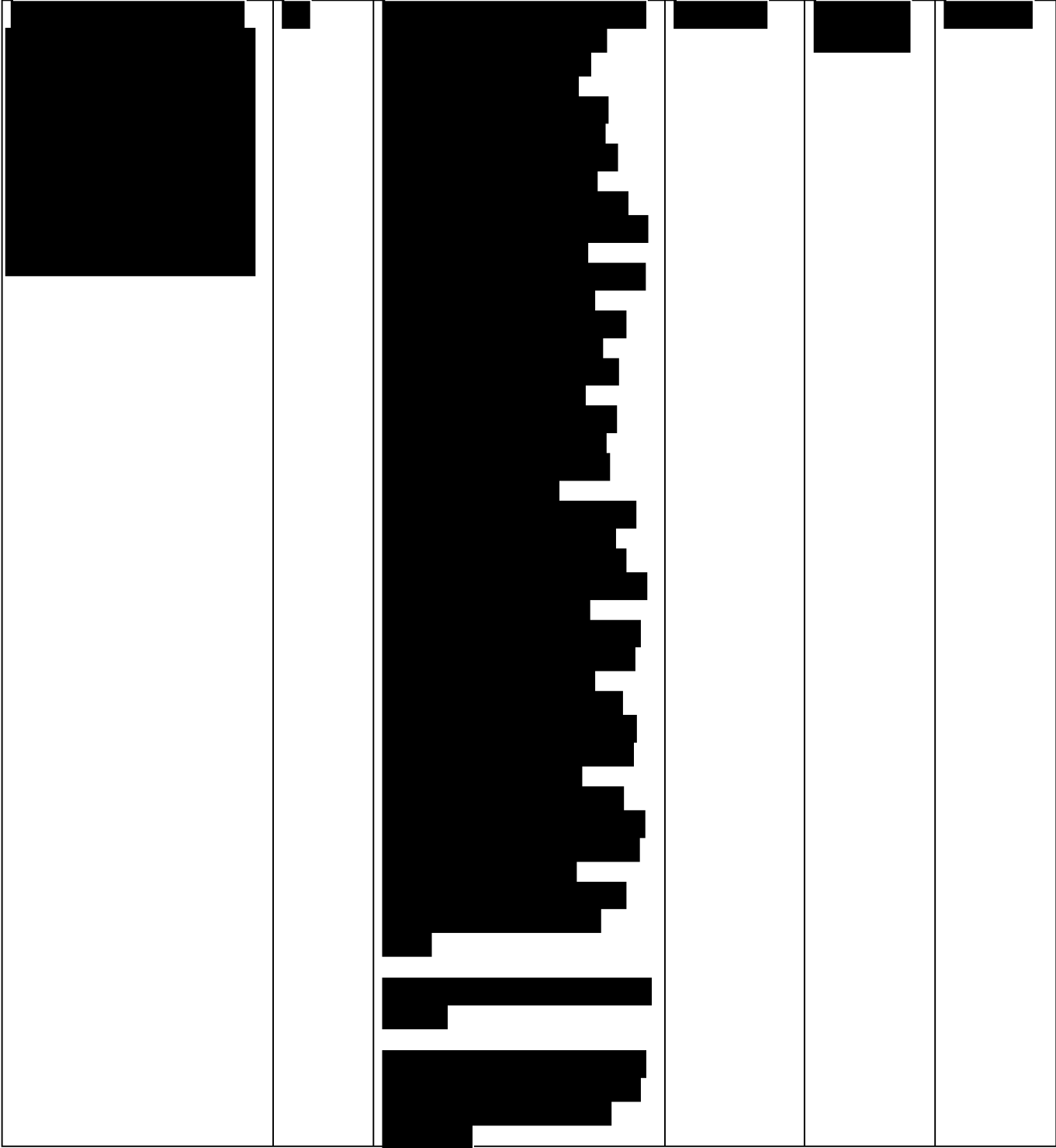
Transferred Intellectual Property

Patents and Pending Patent Applications:

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Trademark Registrations and Applications:

Mark	Country	Class/Goods	Filing No. Reg. No.	Filing Date Reg. Date	Status
FULFLEX	US	IC 017. US 043. G & S: RUBBER THREAD.	71351345 0317656	05-15-1934 10-2-1934	Registered
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
COMFI-FIT	US	IC 017. US 001 005 012 013 035 050. G & S: Rubber thread not for textile use	87388899	03-28-2017	Pending



[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]