# CH \$40.00 114613

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM472736

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Gilliland Industrials, LLC		08/31/2011	Limited Liability Company: SOUTH CAROLINA

# **RECEIVING PARTY DATA**

Name:	Milliken & Company	
Street Address:	920 Milliken Road	
City:	Spartanburg	
State/Country:	SOUTH CAROLINA	
Postal Code:	29303	
Entity Type:	Corporation: DELAWARE	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1146130	M PAK

# **CORRESPONDENCE DATA**

**Fax Number:** 8032559831

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:** 803-799-2000

**Email:** ip@nelsonmullins.com

Correspondent Name: Nelson Mullins Riley & Scarborough LLP

Address Line 1: 301 S. College St.

Address Line 2: 23rd Floor, IP Department

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	003724/09180
NAME OF SUBMITTER:	Charles G. Zug
SIGNATURE:	/cgz/
DATE SIGNED:	05/04/2018

### **Total Attachments: 3**

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# BILL OF SALE AND ASSIGNMENT OF CONTRACT RIGHTS

This Bill of Sale and Assignment of Contract Rights (the "<u>Agreement</u>") is made as of August 31, 2011, by Gilliland Industrials, LLC, a South Carolina limited liability company ("<u>Gilliland</u>"), and Milliken & Company, a Delaware corporation ("<u>Milliken</u>").

For and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- 1. <u>Sale and Transfer of Assets and Contract Rights.</u> Gilliand hereby sells, transfers, assigns, conveys, grants and delivers to Milliken, effective on August 31, 2011 (the "<u>Effective Date</u>"), all of Gilliand's right, title and interest in and to all of the assets (the "<u>Assets</u>") and contract rights ("<u>Rights</u>") described on <u>Schedule A</u> hereto (collectively, the Assets and the Rights being referred to as the "Transferred Items").
- 2. <u>Further Actions</u>. Gilliland covenants and agrees, at the request of Milliken, to execute and deliver further instruments of transfer and assignment and take such other action as Milliken may reasonably request to more effectively transfer and assign to and vest in Milliken each of the Transferred Items.
- 3. <u>Power of Attorney</u>. Gilliland hereby constitutes and appoints Milliken the true and lawful agent and attorney in fact of Gilliland, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Gilliland but on behalf and for the benefit of Milliken and its successors and assigns, from time to time:
  - (a) to demand, receive and collect any and all of the Transferred Items and to give receipts and releases for and with respect to the same, or any part thereof;
  - (b) to institute and prosecute, in the name of Gilliland or otherwise, any and all proceedings at law, in equity or otherwise, that Milliken or its successors and assigns may deem proper in order to collect or reduce to possession any of the Transferred Items and in order to collect or enforce any claim or right of any kind hereby assigned or transferred, or intended so to be; and
  - (c) to do all things legally permissible, required or reasonably deemed by Milliken to be required to recover and collect the Transferred Items and to use Gilliland's name in such manner as Milliken may reasonably deem necessary for the collection and recovery of same.

Gilliland hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Gilliland.

4. <u>Governing Law.</u> This Bill of Sale and Assignment of Contract Rights shall be governed by and construed in accordance with the laws of the South Carolina.

[signature page follows]

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IN WITNESS WHEREOF, Gilliland has executed this Bill of Sale and Assignment of Contract Rights as of the date first written above.

Gilliland Industrials, LLC, a South Carolina limited liability company

By: Joseph M. Salley

President

SIGNATURE PAGE TO THE BILL OF SALE AND ASSIGNMENT OF CONTRACT RIGHTS

TRADEMARK REEL: 006326 FRAME: 0086

# Schedule A

All of Gilliland's right, title and interest in and to all of Gilliland's property and assets, real, personal or mixed, tangible and intangible, of every kind and description, wherever located, including the following:



(h) all of the intangible rights and property of Gilliland, including all intellectual property rights; and

TRADEMARK
REEL: 006326 FRAME: 0087

**RECORDED: 05/04/2018**