

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473850

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Microfibres Inc.,		04/11/2017	Corporation: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	HPFabrics, Inc.		
Street Address:	3821 KIMWELL DRIVE		
City:	WINSTON-SALEM		
State/Country:	NORTH CAROLINA		
Postal Code:	27103		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2846839	24/7	
Registration Number:	3003550	24/7	
Registration Number:	4334763	INFINESSE	
Registration Number:	2508448		
Registration Number:	2420344	MICROFIBRES	
Registration Number:	2088459	MICROFIBRES	
Registration Number:	3521862	MICROFIBRES {NATURALLY}	
Registration Number:	1913379	MICROSUEDE	
Registration Number:	4111646	MICROVEL	
Registration Number:	2242566	MICROVEL	
Registration Number:	3921081	MPRESS	
Registration Number:	3895480	OUTLOOK	
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:	7024625973		
Email:	in@bayramoglu-legal.com		
Correspondent Name:	Nihat Deniz Bayramoglu		
Address Line 1:	2520 Saint Rose Parkway Suite 309		
TRADEMARK			

OP \$315.00 2846839

Address Line 4:	Henderson, NEVADA 89074
NAME OF SUBMITTER:	Nihat Deniz Bayramoglu
SIGNATURE:	/Nihat Deniz Bayramoglu/
DATE SIGNED:	05/14/2018
Total Attachments: 4 source=Confirmatory_Trademark_Assignment#page1.tif source=Confirmatory_Trademark_Assignment#page2.tif source=Confirmatory_Trademark_Assignment#page3.tif source=Confirmatory_Trademark_Assignment#page4.tif	

CONFIRMATORY TRADEMARK ASSIGNMENT

THIS CONFIRMATORY TRADEMARK ASSIGNMENT (this "Assignment"), effective as of April 11, 2017 (the "Effective Date"), is from Joseph M. DiOrio, solely in his capacity as the Chapter 7 Trustee for Microfibres, Inc. ("Microfibres") and not individually ("Assignor"), to HPFabrics, Inc., a corporation organized and existing under the laws of the State of North Carolina ("Assignee").

RECITALS

A. As of January 29, 2016, Microfibres was the owner of (i) the trademarks, (ii) the related United States trademark applications pending as of such date and trademark registrations issued as of such date and (iii) any and all trademark, service mark and intellectual property rights, including rights of priority, in such trademarks, all as set forth on Exhibit A, attached hereto and incorporated herein (collectively, the "Trademarks"), together with any and all goodwill of the business associated therewith (the "Goodwill").

B. On January 29, 2016, Microfibres filed its bankruptcy petition for protection under Chapter 7 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Rhode Island (the "Bankruptcy Court"), Bankruptcy Case No. 16-10154 (Chapter 7) (the "Bankruptcy Proceeding").

C. On January 29, 2016, Assignor was duly appointed by the Bankruptcy Court as the trustee of the bankruptcy estate of Microfibres.

D. On November 28, 2016, Assignor and Tukek Holding Anonim Sirketi ("Tukek") entered into that certain Asset Purchase Agreement (the "Purchase Agreement"), pursuant to which Tukek agreed to purchase from Assignor, solely in his capacity as the Chapter 7 Trustee for Microfibres, and not individually, the Trademarks and the Goodwill on the terms and conditions set forth therein.

F. On December 30, 2016, the Bankruptcy Court entered its *Order Approving Motion for Entry of Order: (A) Authorizing and Approving Sale Procedures and Form and Manner of Notice; and (B) Approving the Form of Order Authorizing (1) Sale of Assets Free and Clear of Liens, Claims and Encumbrances; and (2) Assumption and Assignment of Executory Contracts and Unexpired Leases* (the "Sale Procedures Order"), setting forth the Bankruptcy Court-approved procedures for orderly sale of Microfibres' assets.

F. On February 8, 2017, the Bankruptcy Court held a sales hearing and entered its *Order Authorizing and Approving: (I) Sale of Certain Assets of the Debtor and Microfibres Partnership, Ltd. Free and Clear of Liens, Claims, and Encumbrances; and (II) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases* (the "Sale Approval Order"), approving the sale of Microfibres' assets to Tukek and the Bankruptcy Court filed the Sale Approval Order on February 9, 2017.

H. Pursuant to the terms of the Purchase Agreement and the Sale Procedures Order, Tukek has organized and formed Assignee as a separate and different entity under the laws of the State of North Carolina to consummate the Purchase Agreement.

I. In accordance with the Bankruptcy Proceeding, the Purchase Agreement, the Sale Procedures Order and the Sale Approval Order, Assignor now desires to assign, transfer and convey to Assignee, all right, title and interest in and to the Trademarks and the Goodwill, Assignee desires to

acquire the Trademarks and the Goodwill from Assignor, subject to the terms and conditions of this Assignment, and Assignor and Assignee desire to confirm of record such assignment of the Trademarks and Goodwill.

NOW, THEREFORE, in consideration of the foregoing Recitals, Ten United States Dollars (\$10.00), the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. The above stated Recitals are hereby incorporated herein by reference. All capitalized terms not otherwise defined in this Confirmatory Trademark Assignment shall have the meaning ascribed to them in the Purchase Agreement or Sale Approval Order, as applicable.

2. Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest in and to (i) the Trademarks, (ii) the Goodwill and (iii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of any of the rights granted by this Assignment, including all claims for injunctive or declaratory relief, restitution, damages (including any statutory, enhanced or punitive damages), profits, costs (including attorneys' fees) and for other monetary award, with the right to sue for and collect the same in any court of competent jurisdiction, for Assignee's sole benefit.

3. In accordance with the Purchase Agreement, the Sale Procedures Order and the Sale Approval Order, Assignor makes no representations or warranties, whether express or implied, respecting the Marks, and Assignor hereby disclaims any warranty, whether express or implied as to any portion of the Marks. Accordingly, Assignee hereby accepts the Marks "AS IS" and "WHERE IS."

4. Assignor shall, without additional consideration, cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademarks and all other rights hereby conveyed.

5. The terms "Assignor" and "Assignee" shall, where the context so admits, include their respective legal successors, representatives, and assigns.

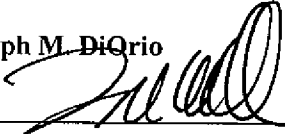
6. Subject to the terms and conditions hereof, Assignee accepts such assignment of the Trademarks and Goodwill.

[BALANCE OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Confirmatory Trademark Assignment to be duly executed by their respective authorized officers, to be effective as of the Effective Date.

ASSIGNOR:

Joseph M. DiOrio

By:  _____

Joseph M. DiOrio, in his capacity as
Ch. 7 Trustee for the bankruptcy estate of
Microfibres, Inc., and not individually

ASSIGNEE:




HPFabrics, Inc.

By:  _____

Rafet Tizeh
Printed Name

president.
Title

EXHIBIT A
to
Confirmatory Trademark Assignment
by and between
JOSEPH M. DIORIO, IN HIS CAPACITY AS CH. 7 TRUSTEE FOR THE BANKRUPTCY
ESTATE OF MICROFIBRES, INC., AND NOT INDIVIDUALLY
and
HPFABRICS, INC.

Mark	Reg. No.	Issued	Status
24/7	2,846,839	05-25-2004	Registered
24/7	3,003,550	10-04-2005	Registered
24/7 and Design 	2,938,199	04-05-2005	Expired
FAIRVIEW	2,853,668	06-15-2004	Expired
INFINESSE	4,334,763	05-14-2013	Registered
Logo Design (without MICROFIBRES) 	2,508,448	11-20-2001	Registered
MICROFIBRES	2,420,344	01-16-2001	Registered
MICROFIBRES and Logo Design 	2,088,459	08-19-1997	Registered
MICROFIBRES {NATURALLY}	3,521,862	10-21-2008	Registered
MICROLURE	1,703,361	07-28-1992	Expired
MICROSUEDE	1,913,379	08-22-1995	Registered
MICROVEL	4,111,646	03-13-2012	Registered
MICROVEL	2,242,566	05-04-1999	Registered
MPRESS	3,921,081	02-15-2011	Registered
OUTLOOK	3,895,480	12-21-2010	Registered