

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481629

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900451561		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orix Corporate Capital, Inc.	FORMERLY Orix Finance Corp.	08/15/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Spindle Acquisition Co., LLC		
Street Address:	129 Hollow Drive		
City:	Piedmont		
State/Country:	SOUTH CAROLINA		
Postal Code:	29673		
Entity Type:	Corporation: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86248915	ZILLA	
Serial Number:	86552191	BURSTGARD	
Serial Number:	86552236	SPARKGARD	
Registration Number:	4420007	WROPE	
Registration Number:	4124062	WOVTEX	
Registration Number:	1585736	SCUFF EDGE	
Registration Number:	4973749	SUREWELD	
CORRESPONDENCE DATA			
Fax Number:	8437222266		
<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:	843-720-4506		
Email:	chsip@hsblawfirm.com		
Correspondent Name:	Jeffrey T. Stover		
Address Line 1:	134 Meeting Street, Suite 300		
Address Line 4:	Charleston, SOUTH CAROLINA 29401		
ATTORNEY DOCKET NUMBER:	0179-0001T		
NAME OF SUBMITTER:	Jeffrey T. Stover		

SIGNATURE:	/s/ Jeffrey T. Stover, 65982/
DATE SIGNED:	07/12/2018
Total Attachments: 6 source=Spindle - Trademark Assignment Agreement#page1.tif source=Spindle - Trademark Assignment Agreement#page2.tif source=Spindle - Trademark Assignment Agreement#page3.tif source=Spindle - Trademark Assignment Agreement#page4.tif source=Spindle - Trademark Assignment Agreement#page5.tif source=Spindle - Trademark Assignment Agreement#page6.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is entered into as of August 15, 2017, by and between **ORIX Corporate Capital, Inc. f/k/a ORIX Finance Corp.**, a Delaware corporation in its capacity as agent for the several financial institutions from time to time party to the Credit Agreement (defined below) (in such capacity, "Assignor") conducting a foreclosure by private secured party sale pursuant to Section 9-610 *et seq.* of the UCC (as defined below) of assets of Southern Weaving Company, a North Carolina corporation (the "Borrower"), and **Spindle Acquisition Co., LLC, a South Carolina limited liability company** (the "Assignee"). Together, Assignor and Assignee may be referred to as the "Parties" or individually as a "Party".

RECITALS

WHEREAS, Assignor and Borrower are parties to: (i) that certain Amended and Restated Security Agreement (as amended and otherwise modified from time to time, the "Security Agreement"), dated as of September 30, 2010; (ii) that certain Amended and Restated Intellectual Property Security Agreement (as amended and otherwise modified from time to time, the "IP Security Agreement" and, together with the Security Agreement, the "Security Agreements"), dated as of September 30, 2010; and (iii) that certain Amended and Restated Credit Agreement (as amended and otherwise modified from time to time, the "Credit Agreement"), dated as of September 30, 2010, between Borrower, Assignor and the lenders from time to time party thereto;

WHEREAS, pursuant to the Security Agreements, Borrower granted to Assignor liens on and security interests in certain of Borrower's personal property more particularly described in the Security Agreements (the "Collateral") to secure its obligations under (i) the Credit Agreement and (ii) as otherwise set forth in the Security Agreements;

WHEREAS, the Collateral includes the trademarks, service marks, trade dress, trade names, logos and corporate names (in each case, whether registered or unregistered) and registrations and applications for registration thereof of Borrower, including those trademark applications and registrations for the marks set forth on **Exhibit A** attached hereto (the "Marks"), together with the goodwill associated with the foregoing;

WHEREAS, Assignor's security interest in the Collateral that can be perfected by the filing of a UCC-1 financing statement (including, without limitation, the Marks and the goodwill associated with the foregoing) was perfected by Assignor's filing of a UCC-1 financing statement on September 8, 2010 as file no. 20100070997G in the Office of the North Carolina Secretary of State;

WHEREAS, Borrower defaulted under the terms of the Credit Agreement;

WHEREAS, as a result of Borrower's defaults under the terms of the Credit Agreement and pursuant to that certain Secured Party Sale Agreement between Assignor and Assignee dated August 15, 2017 (the "Sale Agreement"), Assignor by private secured party sale contemporaneously foreclosed on, *inter alia*, the Collateral constituting the Marks and the goodwill associated therewith pursuant to Section 9-610 *et seq.* of the Uniform Commercial Code

in effect in the state of North Carolina as of the date thereof (the "UCC") and transferred title thereto to Assignee; and

WHEREAS, the Parties desire to enter into this Assignment to further evidence this purchase and assignment of such Marks, together with the goodwill associated with the foregoing, and to record this transaction with the U.S. Patent and Trademark Office and other foreign trademark offices or similar agencies or authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties have agreed as follows:

1. Upon the terms and subject to the conditions of the Sale Agreement, (a) Assignor does hereby sell, assign, transfer, convey, grant, and set over to Assignee, its successors, assigns, and legal representatives, pursuant to Section 9-610 *et seq.* of the UCC, Borrower's right, title and interest in and to the Marks, including, but not limited to, the applications for and registrations thereof, together with the goodwill associated with the foregoing, free and clear of all Seller Liens (as defined in the Sale Agreement), (b) Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, or any foreign equivalent thereof, to record Assignee as the owner of the Marks, and as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives, and (c) Assignor hereby agrees further that it will, at Assignee's expense, when requested, execute, deliver and acknowledge such further instruments of conveyance and do and perform all such other acts and things as Assignee may reasonably require to more effectively accomplish the assignment, transfer and recordation thereof of the said Marks.

2. This Assignment is subject to and includes by reference all terms and conditions of the Sale Agreement, including all of the representations, warranties, and covenants set forth in the Sale Agreement. Nothing contained in this Assignment shall be deemed to modify, limit, or amend any such rights or obligations of the Parties hereto under the Sale Agreement. In the event of any conflict or inconsistency between the terms and conditions of this Assignment and the Sale Agreement, the terms and conditions of the Sale Agreement shall govern.

3. The laws of the State of North Carolina shall govern the interpretation, validity, performance and enforcement of this Assignment. If any provision of this Assignment should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Assignment shall not be affected thereby. This Assignment may be executed in counterparts, and each such counterpart shall be deemed an original and all such counterparts shall constitute one and the same instrument. This Assignment may be executed by facsimile or other electronic signature, and any such signature shall be of the same force and effect as an original signature.

4. Except for the representations and warranties of Assignor specifically enumerated in Article III of the Sale Agreement, or which are specifically incorporated in Article III of the Sale Agreement by reference, Assignor makes no other representations or warranties. The Transferred Assets are conveyed free and clear of all Seller Liens (as defined in the Sale Agreement), but otherwise are "As Is", "Where Is" and "With All Faults" as of the date hereof. ASSIGNEE ACKNOWLEDGES AND AGREES THAT (A) THERE IS NO WARRANTY

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TRADEMARK
REEL: 006378 FRAME: 0116

FROM ASSIGNOR RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE IN THIS DISPOSITION; (B) THE SALE OF THE TRANSFERRED ASSETS HEREUNDER IS WITHOUT RECOURSE TO ASSIGNOR, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ASSIGNOR, AS TO ITEMS, CONDITION OR QUANTITY OF THE TRANSFERRED ASSETS OR ANY OTHER MATTERS WHATSOEVER; (C) ASSIGNOR MAKES NO REPRESENTATION AS TO THE VALUE, IF ANY, OF THE TRANSFERRED ASSETS BEING TRANSFERRED HEREBY; (D) ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE POSSIBLE INFRINGEMENT OF ANY TRADEMARKS, TRADE NAME OR PATENT ARISING OUT OF THE USE BY ASSIGNEE OF ANY OF THE TRANSFERRED ASSETS; (E) ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, THAT ALL OR ANY PORTION OF THE TRANSFERRED ASSETS ARE MERCHANTABLE (IN THE SENSE OF AN IMPLIED WARRANTY OF MERCHANTABILITY UNDER THE UCC) OR FIT FOR A PARTICULAR PURPOSE; (F) ASSIGNOR MAKES NO REPRESENTATION THAT THE TRANSFERRED ASSETS ARE BEING SOLD FREE AND CLEAR OF LIENS OTHER THAN THE SELLER LIENS (AS DEFINED IN THE SALE AGREEMENT); (G) ASSIGNOR MAKES NO REPRESENTATION AS TO THE BORROWER'S TITLE TO ANY OF THE TRANSFERRED ASSETS; AND (H) THE SOLE REPRESENTATIONS AND WARRANTIES OF ASSIGNOR REGARDING THE TRANSFERRED ASSETS ARE THOSE SPECIFICALLY PROVIDED IN, AND THOSE SPECIFICALLY INCORPORATED BY REFERENCE IN, ARTICLE III OF THE SALE AGREEMENT. Assignor represents, and Assignee acknowledges, that Assignor cannot transfer or convey title to property that the Borrower does not own or that is not subject to the liens created pursuant to the Security Agreements.

[The remainder of this page is intentionally left blank; signature pages follow.]

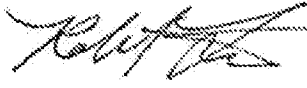
TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK
REEL: 006378 FRAME: 0117

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment Agreement as of the date set forth above.

ASSIGNOR:

ORIX CORPORATE CAPITAL INC. F/K/A ORIX FINANCE CORP., a Delaware corporation in its capacity as agent for the several financial institutions from time to time party to the Credit Agreement, and in such capacity as secured creditor of Southern Weaving Company, conducting a foreclosure by private secured party sale pursuant to Section 9-610 et seq. of the UCC

By: 
Name: Robert J.B. Lenhardt
Title: Secretary

ASSIGNEE:

SPINDLE ACQUISITION CO., LLC,
a South Carolina limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment Agreement as of the date set forth above.

ASSIGNOR:

ORIX CORPORATE CAPITAL INC. F/K/A ORIX FINANCE CORP., a Delaware corporation in its capacity as agent for the several financial institutions from time to time party to the Credit Agreement, and in such capacity as secured creditor of Southern Weaving Company, conducting a foreclosure by private secured party sale pursuant to Section 9-610 et seq. of the UCC

By: _____

Name: Robert J.B. Lenhardt

Title: Secretary

ASSIGNEE:

SPINDLE ACQUISITION CO., LLC,
a South Carolina limited liability company

By: _____

Name: Andrew's Oppenheimer

Title: President

SOUTHERN WEAVING COMPANY
TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK
REEL: 006378 FRAME: 0119

EXHIBIT A

**Southern Weaving Company
(North Carolina Corporation)**

Trademarks Owned					
Trademark	Registration Number	Registration Date	Expiration Date	Docket Number	Country
WROPE	4420007	2013/10/15	Maintaining Registration	37496/9009-TM	United States
WOVTEX	4124062	2012/04/10	Maintaining Registration	37496/9003-TM	United States
SCUFF EDGE	1585736	1990/03/06	Maintaining Registration	37496/9005-TM	United States
SUREWELD	4973749	2016/06/07	Maintaining Registration	37496/09021-TM	United States

Trademark Applications					
Trademark Application	Application Number	Application Date	Status	Docket Number	Country
ZILLA	86248915	2014/04/10	Published	37496/09020-TM	United States
BURSTGARD	86552191	2015/03/03	Allowed	37496/09023-TM	United States
SPARKGARD	86552236	2015/03/03	Allowed	37496/09026-TM	United States

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