

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487076

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GLEN RAVEN, INC.		08/02/2018	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	GLEN RAVEN TECHNICAL FABRICS, LLC		
Street Address:	1831 North Park Avenue		
City:	Glen Raven		
State/Country:	NORTH CAROLINA		
Postal Code:	27217		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2559029	SUNBRITE	
Registration Number:	2170346	SUNBRITE	
CORRESPONDENCE DATA			
Fax Number:	7037125050		
<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:	7037125352		
Email:	jmiller@mcguirewoods.com		
Correspondent Name:	Joyce Miller		
Address Line 1:	1750 Tysons Blvd.		
Address Line 4:	Tysons, VIRGINIA 22102		
NAME OF SUBMITTER:	Joyce Miller		
SIGNATURE:	/Joyce Miller/		
DATE SIGNED:	08/22/2018		
Total Attachments: 6			
source=1_GR_to_GRTF_Trademarks#page1.tif			
source=1_GR_to_GRTF_Trademarks#page2.tif			
source=1_GR_to_GRTF_Trademarks#page3.tif			
source=1_GR_to_GRTF_Trademarks#page4.tif			

OP \$65.00 2559029

source=1_GR_to_GRTF_Trademarks#page5.tif

source=1_GR_to_GRTF_Trademarks#page6.tif

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT
(TRADEMARKS)**

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (TRADEMARKS)** (this “**Agreement**”) is made effective on the 2nd day of August, 2018 (the “**Effective Date**”), by and between Glen Raven Technical Fabrics, LLC, a North Carolina limited liability company (“**Assignee**”), and Glen Raven, Inc., a North Carolina corporation (“**Assignor**”).

WHEREAS, Assignor holds all the right, title and interest in, to and under the Assigned Trademarks and wishes to contribute, assign, transfer, convey and deliver to Assignee, all of Assignor’s right, title and interest in, to and under the Assigned Trademarks;

WHEREAS, Assignee agrees to accept from Assignor the trademarks set forth on Schedule 1 attached hereto (the “**Assigned Trademarks**”);

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are acknowledged, the parties to this Agreement agree as follows:

1. Transfer and Assignment of Trademarks. Assignor hereby irrevocably assigns, conveys, transfers and delivers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interests in, to, and under the Assigned Trademarks, together with (a) the goodwill associated therewith, (b) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements and misappropriations of the Assigned Trademarks, (c) all rights of action pertaining to the Assigned Trademarks, including, without limitation, all rights to sue and collect damages and payments for past, present, and future infringements and misappropriations thereof and the right to fully and entirely stand in the place of Assignor in all matters related thereto, (d) the right to apply for, make filings with respect to the Assigned Trademarks and maintain all registrations, applications and renewals thereof and (e) the right to file counterparts anywhere in the world to any of the Assigned Trademarks.

2. Ownership; No Challenge. Assignor hereby acknowledges and agrees that Assignee shall be the exclusive proprietor and owner of all rights, title, and interests in and to the Assigned Trademarks. Assignor agrees that it will not at any time, directly or indirectly, challenge or assist any person or entity in challenging in any jurisdiction (a) Assignee’s rights, title, and interest in and to the Assigned Trademarks or (b) Assignee’s right to use and control the Assigned Trademarks.

3. Further Assurances. Assignor agrees that from time to time, at the reasonable request of Assignee and at Assignee’s sole expense, Assignor shall execute and deliver all documents, papers, forms, and authorizations as are legally or administratively necessary to secure, complete, and effectuate Assignor’s assignment, transfer, and conveyance of the Assigned Trademarks and the transactions contemplated by this Assignment (including any lawful documentation to perfect and record the rights granted hereunder in the Assigned

Trademarks in any jurisdiction throughout the world). Assignor acknowledges and agrees that Assignee may perfect and record this Assignment or such other lawful documentation in any jurisdiction throughout the world, and that Assignor shall reasonably cooperate with Assignee's reasonable requests related thereto; provided, however, that Assignee shall bear the expenses associated with preparing any such lawful documents and the recordation of this Assignment and any other applicable lawful documents, in any country, including the expenses associated with obtaining any required Apostilles and/or certifications. Subject to the limitations set forth herein, Assignor hereby appoints Assignee as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments solely as necessary to perfect legal title in and to the Assigned Trademarks in Assignee's name in the United States Patent and Trademark Office and other trademark offices and intellectual property governmental offices in any jurisdiction throughout the world; provided, however, that Assignee shall only be entitled to exercise its rights under this power of attorney with respect to any of the foregoing actions to the extent that Assignor has failed to take such action at the request of Assignee and following ten (10) days prior written notice to Assignor of the exercise of such rights. This power of attorney shall be irrevocable.

4. Captions. The section and paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

5. Governing Law. THIS AGREEMENT (AND ANY CLAIMS, CAUSES OF ACTION OR DISPUTES THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE TO THE TRANSACTIONS CONTEMPLATED HEREBY, TO THE NEGOTIATION, EXECUTION OR PERFORMANCE HEREOF, OR TO THE INDUCEMENT OF ANY PARTY TO ENTER HEREIN, WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT OR OTHERWISE AND WHETHER PREDICATED ON COMMON LAW, STATUTE, OR OTHERWISE) SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NORTH CAROLINA WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF NORTH CAROLINA OR ANY OTHER JURISDICTION).

6. Binding Effect; Parties in Interest; Assignment. This Agreement will inure to the benefit of and be binding upon Assignee and Assignor, and their respective legal representatives, successors, and assigns. Nothing in this Agreement is intended to confer, expressly or by implication, upon any other person any rights or remedies under or by reason of this Agreement. No party to this Agreement may assign either this Agreement or any of its rights, interests, or obligations under this Agreement without the prior written approval of the other party, except that Assignee may assign any or all of Assignee's rights under this Agreement (including its indemnification rights), in whole or in part, without obtaining the consent or approval of Assignor or of any other person: (a) to any current or future parent, subsidiary, or other affiliate of Assignee; (b) to any entity into which Assignee may be merged or consolidated; (c) in connection with any acquisition, restructuring, merger, conversion, or consolidation to which Assignee may be a party; or (d) to Assignee's lenders as collateral security for obligations owed by Assignee to its lenders.

7. **Entire Agreement.** This Agreement contains the entire agreement among the parties with respect to the transactions contemplated in this Agreement and supersede all previous oral and written agreements.

8. **Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

9. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

10. **Amendment.** This Agreement may be amended, modified, or supplemented and any provision may be waived, only by written agreement of Assignor and Assignee.

11. **Severability.** If any clause, phrase, provision, or portion of this Agreement or the application of this Agreement to any person or circumstance is invalid or unenforceable under applicable law, such invalidity or unenforceability will not affect, impair, or render invalid or unenforceable the remainder of this Agreement, nor any other clause, phrase, provision, or portion of this Agreement, nor will it affect the application of any clause, phrase, provision, or portion of this Agreement to other persons or circumstances.

THUS the Assigned Trademarks have become the absolute property of Assignee on a worldwide basis.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ASSIGNOR:

GLEN RAVEN, INC.

By: 

Name: Derek B. Steed

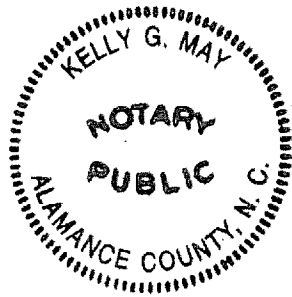
Title: Senior Vice President, Secretary and General Counsel

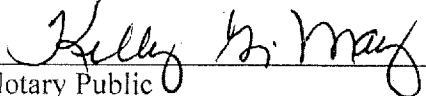
STATE OF North Carolina

COUNTY OF Alamance

On this 2nd day of August 2018, before me, a notary public, the undersigned officer, personally appeared Derek B. Steed, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledges that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.




Notary Public

My commission expires: March 18, 2019

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on its behalf by its duly authorized officers or representatives, effective as of the date first written above.

ASSIGNEE:

GLEN RAVEN TECHNICAL FABRICS, LLC

By: *Harold W. Hill, Jr.*

Name: Harold W. Hill, Jr.

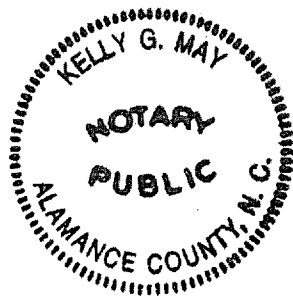
Title: President

STATE OF North Carolina

COUNTY OF Alamance

On this 2nd day of August 2018, before me, a notary public, the undersigned officer, personally appeared Harold W. Hill Jr., known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledges that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Kelly G. May
Notary Public

My commission expires: March 18, 2019

Schedule 1

Assigned Trademarks

Country	Trademark	Owner	Reg. Date.	Reg. No.	Status
US	Sunbrite Trademark	Glen Raven, Inc.	9-Apr-02	2559029	Trademarked
US	Sunbrite Trademark	Glen Raven, Inc.	30-Jun-98	2170346	Trademarked