

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502172

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED TRADEMARK ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Snap Drape Brands, LLC		12/13/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CFS Brands, LLC		
Street Address:	4711 East Hefner Road		
City:	Oklahoma City		
State/Country:	OKLAHOMA		
Postal Code:	73131		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5438860	SNAP DRAPE BRANDS PERFECTLY PRESENTED	
Registration Number:	3478583	SNAP DRAPE	
Registration Number:	1314641	SNAP.DRAPE	
Registration Number:	4705579	CITYSCAPE	
Registration Number:	4940097	URBAN NATURALS	
Registration Number:	4940096	FARM STRIPE	
Registration Number:	5267313	TABLE IN A SNAP	
Registration Number:	5352009	SECURITY IN A SNAP	
Registration Number:	3482846	S SNAP DRAPE INTERNATIONAL	
CORRESPONDENCE DATA			
Fax Number:	4155911400		
<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:	415-591-1000		
Email:	trademarksSF@winston.com		
Correspondent Name:	Becky L. Troutman, c/o Winston & Strawn		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	016912.00003		

CH \$240.00 5438860

NAME OF SUBMITTER:	Sandra Owen
SIGNATURE:	/Sandra Owen/
DATE SIGNED:	12/14/2018
Total Attachments: 5 source=Snap Drape - Amended and Restated Trademark Assignment-Executed-181213#page1.tif source=Snap Drape - Amended and Restated Trademark Assignment-Executed-181213#page2.tif source=Snap Drape - Amended and Restated Trademark Assignment-Executed-181213#page3.tif source=Snap Drape - Amended and Restated Trademark Assignment-Executed-181213#page4.tif source=Snap Drape - Amended and Restated Trademark Assignment-Executed-181213#page5.tif	

AMENDED AND RESTATED TRADEMARK ASSIGNMENT

This Amended and Restated Trademark Assignment (this "Assignment"), dated as of December 13, 2018, is being executed by Snap Drape Brands, LLC, a Delaware limited liability company ("Assignor"), in favor of CFS Brands, LLC, a Delaware limited liability company ("Assignee") and amends and restates in its entirety the Trademark Assignment, dated as of October 31, 2018 by and between Assignor and Assignee.

WHEREAS, Assignor is the owner of the trademarks set forth on Schedule A hereto (collectively, the "Assigned Trademarks"); and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to accept the assignment of, all right, title and interest of Assignor in and to the Assigned Trademarks.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Effective as of October 31, 2018, Assignor hereby transfers, assigns, conveys and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the Assigned Trademarks, including any and all associated: (i) goodwill symbolized thereby; (ii) rights to sue for past, present and future infringements and other violations, including the right to settle suits involving claims and demands for royalties owing; and (iii) rights to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns and legal representatives.

2. Further Assurances. Assignor hereby covenants and agrees to execute such further and confirmatory assignments in recordable form as Assignee may reasonably request to the extent necessary to vest record title of the Assigned Trademarks in Assignee.

3. Successors and Assigns. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware (without regard to principles of conflicts of law)

5. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

6. Terms of the Asset Purchase Agreement. Each of Assignor and Assignee acknowledges and agrees that the representations, warranties, covenants, agreements, indemnities and other terms contained in the Asset Purchase Agreement by and between Assignor and Assignee dated as of October 31, 2018 (the "Asset Purchase Agreement") shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. Nothing in this Agreement, express or implied, is intended to or shall be construed to in any way modify, expand or limit the terms of the Asset Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern.

[Signature page follows.]

Each of the parties has executed this Assignment as of the date first set forth above.

SNAP DRAPE BRANDS, LLC

CFS BRANDS, LLC

By: 

Name:

Title:

ROBERT FILICETTI

PRESIDENT

By: _____

Name:

Title:


[Signature Page to Amended and Restated Trademark Assignment Agreement]

Each of the parties has executed this Assignment as of the date first set forth above.

SNAP DRAPE BRANDS, LLC

CFS BRANDS, LLC

By: _____
Name:
Title:

By: 
Name: PETER A. STRESSMAN
Title: V.P. FINANCE

[Signature Page to Amended and Restated Trademark Assignment Agreement]

TRADEMARK

REEL: 006553 FRAME: 0518

SCHEDULE A

ASSIGNED TRADEMARKS

Mark	Country	Registration No.	Registration Date
SNAP DRAPE BRANDS PERFECTLY PRESENTED & DESIGN	USA	5438860	4/3/2018
SNAP DRAPE	USA	3478583	8/5/2008
SNAP DRAPE & DESIGN	USA	1314641	1/15/1985
CITYSCAPE	USA	4705579	3/17/2015
URBAN NATURALS	USA	4940097	4/19/2016
FARM STRIPE	USA	4940096	4/19/2016
TABLE IN A SNAP	USA	5267313	8/15/2017
SECURITY IN A SNAP	USA	5352009	12/5/2017
S SNAP DRAPE INTERNATIONAL AND DESIGN	USA	3482846	8/12/2008
SNAP DRAPE & DESIGN	International	933357	7/23/2007
SNAP DRAPE & DESIGN	China	933357	7/23/2007
SNAP DRAPE & DESIGN	European Union	933357	7/23/2007
SNAP DRAPE & DESIGN	Spain	26118408	1/19/2005
SNAP DRAPE & DESIGN	Canada	332766	10/9/1987
S SNAP DRAPE INTERNATIONAL & DESIGN	Canada	744728	8/6/2009
SNAP DRAPE	Canada	745093	8/12/2009
SNAP DRAPE	Australia	457152	12/29/1989
SNAP DRAPE	United Kingdom	UK00001234472	1/9/1989
SNAP DRAPE	United Kingdom	UK00001234473	1/28/1985