

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511225

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wearbest Sil-Tex Mills Ltd.		02/07/2019	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Wearbest Weavers, LLC		
Street Address:	300 Park Avenue South		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	87340863	BELLA-PURE	
Serial Number:	87260933	BELLA-DURA	
Serial Number:	87213502	BELLA-DURA BOUTIQUE	
Registration Number:	4715325	BELLA-BLEND	
Registration Number:	4395540	BEAUTIFUL. DURABLE. BACK TO EARTH.	
Registration Number:	3934435	WEARBEST SIL-TEX MILLS LTD.	
Registration Number:	3934439	W	
Serial Number:	77660276	FRESCA TELA	
Registration Number:	3094062	BELLA-DURA	
CORRESPONDENCE DATA			
Fax Number:	5616596313		
<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:	5616535000		
Email:	ip@akerman.com		
Correspondent Name:	Peter A. Chiabotti, Akerman LLP		
Address Line 1:	777 S. Flagler Drive		
Address Line 2:	Suite 1100, West Tower		
Address Line 4:	West Palm Beach, FLORIDA 33401		
ATTORNEY DOCKET NUMBER:	343884		

CH \$240.00 87340863

NAME OF SUBMITTER:	Peter A. Chiabotti
SIGNATURE:	/Peter A. Chiabotti/
DATE SIGNED:	02/22/2019
Total Attachments: 6 source=Garfield - Trademark Assignment#page1.tif source=Garfield - Trademark Assignment#page2.tif source=Garfield - Trademark Assignment#page3.tif source=Garfield - Trademark Assignment#page4.tif source=Garfield - Trademark Assignment#page5.tif source=Garfield - Trademark Assignment#page6.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of as of February 7, 2019 (the "Effective Date"), by and between Wearbest Sil-Tex Mills Ltd., a New Jersey corporation with an address of c/o Irwin Gasner, 220 Causeway, Lawrence, NY 11559 ("Assignor"), and Wearbest Weavers, LLC, a New York limited liability company with an address of 300 Park Avenue South, New York, New York 10010 ("Assignee"). Together, Assignor and Assignee are referred to as the "Parties" and individually as a "Party."

RECITALS

A. Assignor, immediately prior to the Effective Date, was the owner of all right, title and interest in and to the trademarks set forth in Schedule 1 attached hereto and made a part hereof, together with all registrations and applications for registration thereof, and all common law rights with respect thereto (collectively, the "Assigned Trademarks");

B. In accordance with that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of the date hereof, by and among Assignor, Assignee, each of Irwin Gasner and the Aryeh Leib Gasner 2012 Trust, and, solely for purposes of Section 6.9 thereof, Aryeh Leib Gasner, Assignor wishes to sell, assign and transfer to Assignee, and Assignee wishes to acquire, Assignor's entire right, title and interest in and to the Assigned Trademarks; and

C. Assignee and Assignor desire to record the assignment set forth in this Assignment with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Assignee.

AGREEMENT

1. Incorporation of Recitals; Capitalized Terms. The foregoing recitals are incorporated into and made a part of this Assignment as if fully set forth herein. Capitalized terms used, but not otherwise defined herein shall have the meanings assigned to them in the Asset Purchase Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby unconditionally and irrevocably assigns, transfers and conveys to Assignee, its successors and assigns, all of its right, title, and interest, throughout the world, in, to, and under the Assigned Trademarks and all registrations and applications for registration thereof and all common law rights with respect thereto together with all goodwill of the business in which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, including, without limitation, the exclusive rights (a) to apply for and maintain all registrations, renewals and/or extensions thereof, (b) to all claims and causes of action to recover past, present and future damages, royalties, fees, income, payments, profits and other proceeds or other relief or restitution, and equitable and injunctive relief ensuing from past, present and future infringement, dilution, misappropriation, unfair competition, violation, and/or misuse of the Assigned Trademarks, (c) to any and all licenses or other similar contractual rights for the Assigned Trademarks, (d) to grant licenses or other interests in the Assigned Trademarks,

(e) to any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any of the Assigned Trademarks, and (f) to otherwise fully and entirely stand in the place of Assignor in all matters related to the Assigned Trademarks.

3. Further Assurances. Assignor shall execute any instruments or documents and perform all other acts necessary or appropriate, in the reasonable discretion of Assignee, to further evidence the intent and purpose of this Assignment.

4. No Impact on Terms of Asset Purchase Agreement. Notwithstanding any provision to the contrary set forth herein or in the Asset Purchase Agreement or in any document, instrument or agreement executed in connection herewith or therewith, no provision of this Assignment in any way waives, restricts, alters, adds to, diminishes, or limits the express provisions (including the warranties, covenants, agreements, conditions, representations and obligations and indemnifications, and the limitations related thereto, of the parties) set forth in the Asset Purchase Agreement, this Assignment being intended solely to effect the transfer of the Assigned Trademarks strictly in accordance with the terms of the Asset Purchase Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail and govern.


5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile, portable document format or other electronic means shall be effective as delivery of a manually executed counterpart to this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment intending to be legally bound as of the Effective Date.

ASSIGNOR:

Wearbest Sil-Tex Mills Ltd.

By:  CEO

Name: Irwin Gasner

Title: Chief Executive Officer

ASSIGNEE:

Wearbest Weavers, LLC

By: Swavelle/Mill Creek Fabrics, Inc., its managing member

By: _____

Name: Alan Halpern

Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties have executed this Assignment intending to be legally bound as of the Effective Date.

ASSIGNOR:

Wearbest Sil-Tex Mills Ltd.

By: _____

Name: Irwin Gasner

Title: Chief Executive Officer

ASSIGNEE:

Wearbest Weavers, LLC

By: Swavelle/Mill Creek Fabrics, Inc., its managing member

By: _____

Name: Alan Halpern

Title: Chief Financial Officer

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006571 FRAME: 0016

Schedule 1

Assigned Trademarks

Mark	Country	Serial no.	Filing Date	Reg. No.	Reg. Date	Goods/Services
BELLA-PURE	US	87340863	17-Feb-2017	n/a	n/a	Int. Cl. 24 fabrics for the manufacture of furniture for indoor and outdoor use
BELLA-DURA	US	87260933	07-Dec-2016	n/a	n/a	Int. Cl. 27 wallcoverings
BELLA-DURA BOUTIQUE	US	87213502	24-Oct-2016	n/a	n/a	Int. Cl. 24 fabrics for the manufacture of furniture for indoor and outdoor use
BELLA-BLEND	US	86354074	31-Jul-2014	4715325	07-Apr-2015	Int. Cl. 24 textile fabrics designed for use in the further manufacture of furniture and upholstery
BEAUTIFUL. DURABLE. BACK TO EARTH.	US	85824630	16-Jan-2013	4395540	03-Sep-2013	Int. Cl. 24 textile fabrics for the manufacture of furniture for indoor and outdoor use
WEARBEST MILLS LTD.	US	85091799	23-Jul-2010	3934435	22-Mar-2011	Int. Cl. 24 fabrics for the manufacture of home furnishings
	US	85091839	23-Jul-2010	3934439	22-Mar-2011	Int. Cl. 24 fabrics for the manufacture of home furnishings
FRESCA TELA	US	77660276	30-Jan-2009	n/a	n/a	Int. Cl. 24 furnishing and upholstery fabrics
BELLA-DURA	US	78429661	03-Jun-2004	3094062	16-May-2006	Int. Cl. 24 textile fabrics for the manufacture of furniture for indoor and outdoor use
BELLA-DURA	Europe	4682225	12-Oct-2005	4682225	09-Oct-2006	Int. Cl. 24 textile fabrics.
BELLA-DURA	China	4933567	09-Oct-2005	4933567	28-Apr-2009	Indoor and outdoor furniture manufacturing. textile fabrics
BELLA-DURA	Hong Kong	302333619	01-Aug-2012	302333619	01-Aug-2012	Int. Cl. 24 textile fabrics for the manufacture of furniture for indoor and outdoor use.
BELLA DURA	India	2383282	22-Aug-2012	2383282	22-Aug-2012	Int. Cl. 24 textile fabrics for the manufacture of furniture for indoor and outdoor use
BELLA-DURA	Australia	1079840	10-Oct-2005	1079840	10-Oct-2005	Int. Cl. 24 textiles and textile goods, including textile fabrics for the manufacture of furniture for indoor and outdoor use
BELLA-DURA	International	1081868	03-Jun-2011	1081868	03-Jun-2011	Int. Cl. 24 textile fabrics for the manufacture of furniture for indoor and outdoor use.

Mark	Country	Serial no.	Filing Date	Reg. No.	Reg. Date	Goods/Services
BELLA-DURA	Australia	1081868	03-Jun-2011	1081868 (AU 1436301)	03-Jun-2011	Int. Cl. 24 textile fabrics for the manufacture of furniture for indoor and outdoor use.
BELLA-DURA	China	1081868	03-Jun-2011	1081868	03-Jun-2011	Int. Cl. 24 textile fabrics for the manufacture of furniture for indoor and outdoor use.
BELLA-DURA	Israel	1081868	03-Jun-2011	1081868	03-Jun-2011	Int. Cl. 24 textile fabrics for the manufacture of furniture for indoor and outdoor use.
BELLA-DURA	Singapore	1081868	03-Jun-2011	1081868 (SG T1212422G)	03-Jun-2011	Int. Cl. 24 textile fabrics for the manufacture of furniture for indoor and outdoor use.

TRADEMARK

REEL: 006571 FRAME: 0018

RECORDED: 02/22/2019