

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538450

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clarence House, Inc.		08/01/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Fabricut, Inc.		
Street Address:	9303 E. 46th St.		
City:	Tulsa		
State/Country:	OKLAHOMA		
Postal Code:	74145		
Entity Type:	Corporation: OKLAHOMA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3650960	CLARENCE HOUSE	
Registration Number:	5732741	CLARENCE HOUSE	
CORRESPONDENCE DATA			
Fax Number:	9185838251		
<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:	918-583-9922		
Email:	pmichlin@fdlaw.com		
Correspondent Name:	Frederic Dorwart, Lawyers PLLC		
Address Line 1:	Old City Hall		
Address Line 2:	124 East Fourth Street		
Address Line 4:	Tulsa, OKLAHOMA 74103		
NAME OF SUBMITTER:	Penina Michlin Chiu		
SIGNATURE:	/Penina Michlin/		
DATE SIGNED:	08/27/2019		
Total Attachments: 3			
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OP \$65.00 3650960

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of August 1, 2019 (the "Effective Date"), is by and between Clarence House, Inc., a New York corporation ("Assignor"), and Fabricut, Inc. an Oklahoma corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement (the "Agreement"), dated as of July 31, 2019, by and between, Assignor and Assignee (all Capitalized terms used and not otherwise defined herein will have the respective meanings ascribed to such terms in the Agreement); and

WHEREAS, this Assignment is being entered into pursuant to the Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. Effective as of the Effective Date, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and its successors and assigns, all right, title, and interest in and to (i) the registered trademarks listed on Schedule 1.01(c) attached hereto (which is incorporated into and made a part of this Assignment), (ii) the copyrights identified on Schedule 1.01(c)(2) attached hereto (which is incorporated into and made a part of this Assignment), including but not limited to, the worldwide copyright and any and all registrations and applications for registration of copyright relating thereto for the full term of copyright and any renewals or extensions thereof and (iii) the domain names and URLs listed on Schedule 1.01(c) attached hereto (which is incorporated into and made a part of this Assignment), together with all of the goodwill associated with such trademarks, designs, copyrights domain names and URLs, together with all rights to sue and recover for any past, present or future infringement, dilution, damage or injury to any of the foregoing and collect profits or damages with respect to same, the same to be held and enjoyed hereinafter by Assignee for its own use and for the use of its successors and assigns.


2. In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Agreement.

3. Assignor shall, upon Assignee's requests, execute or cause to be executed any additional documents necessary to confirm this Assignment and to record it with the U.S. Copyright Office, the US Patent and Trademark Office or any other relevant registration authorities.

[Signature Page Follows]

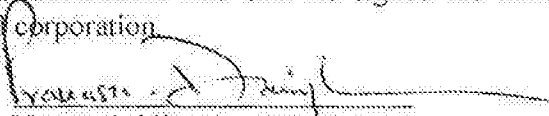
IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment on the Effective Date.

CLARENCE HOUSE INC.

By: 
Name: Laurence Seigel
Title: Chief Financial Officer

STATE OF New York)
COUNTY OF Nassau)^{SS:}

On 1st August, 2019, before me personally came Laurence Seigel to me known, who being by me duly sworn, did depose and say that he resides at 24 Franklin P. Roosevelt HI, that he is the CEO of Clarence House, Inc., the corporation described in, and which executed the foregoing INTELLECTUAL PROPERTY ASSIGNMENT and that he signed his name thereto by authority of the board of directors of said corporation.


Notary Public

DHANSINGHANI PRAKASH K
Notary Public, State of New York
Reg. No. 01DH6069993
Qualified in Nassau County
Commission Expires June 11, 2023

Schedule 1.01(c)

Intellectual Property Rights

TRADEMARK	REG. #	CLASS	REG. DATE
CLARENCE HOUSE	3,650,960	24	7/7/2009
CLARENCE HOUSE (Logo Mark)	5,732,741	24	4/23/2019

COPYRIGHTS

See schedule 1.01(c)(2)

URLs

www.clarencehouse.com

reps.clarencehouse.com

customers.clarencehouse.com

qr.clarencehouse.com

stage.clarencehouse.com

www.hillbrown.com

clarencehousefabrics.com

SOCIAL MEDIA ACCOUNTS

@clarencehousetextiles - Instagram account

TELEPHONE NUMBERS

See 1.01(c)(3)