

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM547279

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mount Vernon Mills, Inc.		10/26/2019	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Riegel Linen, LLC		
Street Address:	3003 East Third Avenue, Suite #201		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80206		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1323054	RIEGEL	
Registration Number:	0792620	RIEGEL	
Registration Number:	4083948	RIENU BY RIEGEL	
Registration Number:	1608303	BABYCARE	
Registration Number:	4159110	BEDBUGSAFE	
Registration Number:	0986509	NITEY NITE	
Registration Number:	1364552	TEDDY BEDDY BEAR	
Registration Number:	1007420	PERMALUX	
CORRESPONDENCE DATA			
Fax Number:	3032231111		
<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:	303-223-1100		
Email:	ascholl@bhfs.com		
Correspondent Name:	Andrea M. LaFrance		
Address Line 1:	410 Seventeenth Street, Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	018810.0015		
NAME OF SUBMITTER:	Andrea M. LaFrance		

OP \$215.00 1323054

SIGNATURE:	/Andrea M. LaFrance/
DATE SIGNED:	10/30/2019
Total Attachments: 4 source=Project Majestic - Trademark Assignment Agreement Execution Version#page1.tif source=Project Majestic - Trademark Assignment Agreement Execution Version#page2.tif source=Project Majestic - Trademark Assignment Agreement Execution Version#page3.tif source=Project Majestic - Trademark Assignment Agreement Execution Version#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Assignment") is effective as of October 26th, 2019, by and between Mount Vernon Mills, Inc., a Maryland corporation ("Assignor") and Riegel Linen, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

A. Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of September 23, 2019 (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase, accept and take from Assignor, the Marks (as defined below). The execution and delivery of this Assignment is a condition to the closing of the transactions contemplated by the Purchase Agreement. In the event of a conflict between this Assignment and the Purchase Agreement, the Purchase Agreement will control.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

2. Assignor does hereby assign to Assignee all of Assignor's right, title and interest in and to the trademarks, trademark registrations, trademark applications and intent to use trademark applications set forth on Schedule 1 (the "Marks"), together with that portion of Assignor's business in connection with which it uses, or has an intent to use, the Marks and the goodwill of the business symbolized by the Marks.

3. Assignor acknowledges that, subsequent to the date hereof, Assignor shall not claim to possess any right, title or interest in and to such Marks and shall take no actions jeopardizing the existence or enforceability of the Marks or Assignee's rights therein. Assignor will not adopt or use or register or seek to register any name or mark anywhere in the world which is identical in word or design to the Marks or confusingly similar to the Marks or to suggest some association between Assignor and Assignee or sponsorship and/or endorsement of Assignor by Assignee.

4. Assignor agrees to assist Assignee in every legal way to evidence, record and perfect this Assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

5. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, or any of the obligations of Assignor set forth in the Purchase Agreement, nor shall this Assignment expand or enlarge any remedies under the Purchase Agreement. This Assignment is intended only to effect the transfer of

certain property to be transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

6. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of Law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

* * * * *

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

Mount Vernon Mills, Inc.

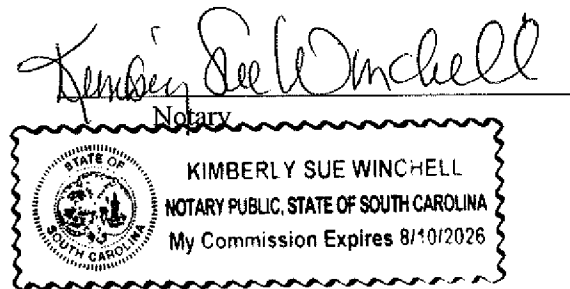
By: William E. Duncan
Name: William E. Duncan
Title: COO/CFO

STATE OF South Carolina)
COUNTY OF Greenville) ss.

On Oct. 25, 2019, before me, Kimberly Sue Winchell, Notary Public, personally appeared, William E. Duncan, personally known to me, or who proved to me on the bases of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.


WITNESS my hand and official seal.

My commission expires: August 10, 2026



SCHEDULE 1

MARKS

Trademark	Serial / Registration No.	Registration Date / Cancellation Date	Status
RIEGEL	Reg. No. 1323054	Registration Date: March 05, 1985	Registered
RIEGEL	Reg. No. 792620	Registration Date: July 13, 1965	Registered
RIENU BY RIEGEL	Reg. No. 4083948	Registration Date: January 10, 2012	Registered
BABYCARE	Reg. No. 1608303	Cancellation Date: Feb. 19, 2019	Cancelled
 BEDBUGSAFE & Design	Reg. No. 4159110	Registration Date: June 12, 2012	Registered
NITEY NITE	Reg. No. 986509	Registration Date: June 18, 1974	Registered/Pending
TEDDY BEDDY BEAR Disclaimer: "TEDDY" AND "BEAR"	Reg. No. 1364552	Registration Date: October 08, 1985	Registered
PERMALUX	Reg. No. 1007420	Registration Date: March 25, 1975	Registered
PERMALUX (Canada)	Reg. No. TMA226321	Registration Date: March 03, 1978	Registered
RIEGEL (European Union)	Reg. No. 14521496	Registration Date: December 29, 2015	Registered