

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594330

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rhode Island Textile Company		08/24/2020	Corporation: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	WPP Acquisition, LLC		
Street Address:	666 Fifth Avenue, 27th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	4632697	CHOMP 'EMS	
Registration Number:	3429260	FASHION EMERGENCY	
Registration Number:	5082130	FLAVOR WRAPS	
Registration Number:	5111396	FUN 'N TUFF!	
Registration Number:	4948925	FUR B GONE	
Registration Number:	4125603	HEALTHFULS	
Registration Number:	5523962	LIL' SQUIRTS	
Registration Number:	5477211	NATURE'S WILD!	
Registration Number:	3165765	PERFECT PET	
Registration Number:	5538066	PERFECT PET	
Registration Number:	5582286	PERFECT PET	
Registration Number:	5366655	PUREHIDE	
Registration Number:	4602918	QUADLOCK	
Registration Number:	2810528	RUFFIN' IT	
Registration Number:	3097889	RUFFIN' IT	
Registration Number:	4609777	RUFFIN' IT	
Registration Number:	2828751	SHOE GEAR	
Registration Number:	2820499	SMOOTHIES	
Registration Number:	2545620	SPRINGS	

CH \$565.00 4632697

Property Type	Number	Word Mark
Registration Number:	740079	STAY-TY
Registration Number:	2252457	WHY TIE?
Registration Number:	5376662	WHISKER COMFORT

CORRESPONDENCE DATA

Fax Number: 3129847700

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.

Phone: 312-372-2000

Email: ipdocketmwe@mwe.com, jmikulina@mwe.com, wzeserman@mwe.com, zbeal@mwe.com, ipdocketchicago@mwe.com

Correspondent Name: Jennifer M. Mikulina

Address Line 1: 444 West Lake Street, Suite 4000

Address Line 2: McDermott Will & Emery LLP

Address Line 4: Chicago, ILLINOIS 60606-0029

ATTORNEY DOCKET NUMBER:	089998-0052
NAME OF SUBMITTER:	Jennifer M. Mikulina
SIGNATURE:	/Jennifer M. Mikulina/
DATE SIGNED:	08/26/2020

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Trademark Assignment”) is effective as of August 24, 2020 and is between Rhode Island Textile Company, a Rhode Island corporation, located at 35 Martin Street, Cumberland, Rhode Island 02864 (the “Assignor”) and WPP Acquisition, LLC, a Delaware limited liability company, located at 666 Fifth Avenue, 27th Floor, New York, New York 10103 (the “Assignee”).

WHEREAS, the Assignor is the owner of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (the “Marks”);

WHEREAS, in connection with the execution of that Asset Purchase Agreement, dated as of August 24, 2020, by and among the Assignor and the other parties thereto (the “Agreement”), the Assignor has agreed to transfer all of its right, title and interest in and to the Marks to the Assignee; and

WHEREAS, the Assignor desires to assign all of its right, title and interest in and to the Marks to the Assignee and the Assignee desires to acquire the Marks.

NOW, THEREFORE, for good and valuable consideration set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns all right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of Assignor’s business to which the Marks pertain, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for the Assignee’s own use and enjoyment, and for the use and enjoyment of the Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the “Commissioner”), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over the Marks, record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Agreement.

4. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits,

declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to the Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Marks. Assignor hereby authorizes Assignee, and does hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as the Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of Assignor, to execute any such further papers.

5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. This Trademark Assignment shall be governed by and construed in accordance with the domestic 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 the laws of any jurisdiction other than the State of Delaware.

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

ASSIGNEE:

RHODE ISLAND TEXTILE COMPANY

WPP ACQUISITION, LLC

By: 

By: _____

Name: Glendon M. Elliott II

Name: David Benyaminy

Title: President

Title: President and Treasurer

Address for Notices:

Address for Notices:

35 Martin Street
Cumberland, RI 02864

666 Fifth Avenue, 27th Floor
New York, NY 10103

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 007034 FRAME: 0717

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

ASSIGNEE:

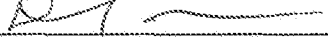
RHODE ISLAND TEXTILE COMPANY

WPP ACQUISITION, LLC

By: _____

Name: Glendon M. Elliott II

Title: President

By:  _____

Name: David Benyaminy

Title: President and Treasurer

Address for Notices:

Address for Notices:

35 Martin Street

Cumberland, RI 02864

666 Fifth Avenue, 27th Floor

New York, NY 10103

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 007034 FRAME: 0718

EXHIBIT A

TRADEMARK REGISTRATIONS

Trademark	Registration Number Registration Date	Owner Information
CHOMP 'EMS	4632697 (11/4/2014)	Rhode Island Textile Company
FASHION EMERGENCY	3429260 (5/20/2008)	Rhode Island Textile Company
FLAVOR WRAPS	5082130 (11/15/2016)	Rhode Island Textile Company
FUN 'N TUFF!	5111396 (12/27/2016)	Rhode Island Textile Company
FUR-B-GONE	4948925 (5/3/2016)	Rhode Island Textile Company
HEALTHFULS	4125603 (4/10/2012)	Rhode Island Textile Company
LIL' SQUIRTS	5523962 (7/24/2018)	Rhode Island Textile Company
NATURE'S WILD	5477211 (5/22/2018)	Rhode Island Textile Company
PERFECT PET	3165765 (10/31/2006)	Rhode Island Textile Company
PERFECT PET	5538066 (8/14/2018)	Rhode Island Textile Company
PERFECT PET	5582286 (10/9/2018)	Rhode Island Textile Company
PUREHIDE	5366655 (12/26/2017)	Rhode Island Textile Company
QUADLOCK	4602918 (9/9/2014)	Rhode Island Textile Company
RUFFIN' IT	2810528 (2/3/2004)	Rhode Island Textile Company
RUFFIN' IT	3097889 (5/30/2006)	Rhode Island Textile Company
RUFFIN' IT	4609777 (9/23/2014)	Rhode Island Textile Company
SHOE GEAR	2828751 (4/6/2004)	Rhode Island Textile Company

Trademark	Registration Number Registration Date	Owner Information
SMOOTHIES	2820499 (3/2/2004)	Rhode Island Textile Company
SPRINGS	2545620 (3/12/2002)	Rhode Island Textile Company
STAY-TY	740079 (10/30/1962)	Rhode Island Textile Company
WHISKER COMFORT	5376662 (1/9/2018)	Rhode Island Textile Company
WHY TIE?	2252457 (6/15/1999)	Rhode Island Textile Company