

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM848636

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
P & B Textiles, Inc.		05/07/2018	Corporation: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	Brand & Oppenheimer Co., Inc.		
Street Address:	208 Clock Tower Square		
City:	Portsmouth		
State/Country:	RHODE ISLAND		
Postal Code:	02871		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4258881	APPLE CIDER	
CORRESPONDENCE DATA			
Fax Number:	6173459020		
<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:	617-345-9000		
Email:	tmdocket@hinckleyallen.com		
Correspondent Name:	Alexander P. Montgomery		
Address Line 1:	28 State Street, 30th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	071645-0194157		
NAME OF SUBMITTER:	Alexander P. Montgomery		
SIGNATURE:	/Alexander P. Montgomery/		
DATE SIGNED:	10/25/2023		
Total Attachments: 4			
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source=P&B_Textiles_-_Trademark_Assignment#page2.tif			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), effective retroactively as of May 7, 2018, is made by **P & B TEXTILES, INC.**, a Rhode Island corporation (the "Assignor"), in favor of **BRAND & OPPENHEIMER CO., INC.**, a Delaware corporation, having a business address of 208 Clock Tower Square, Portsmouth, RI 02871 (the "Assignee").

WHEREAS, Assignor is the owner of the trademarks and trademark registrations listed in Schedule A (collectively, the "Trademarks");

WHEREAS, the Assignor and the Assignee were parties to that certain Asset Purchase Agreement dated May of 2018 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Assignor agreed to convey, transfer, and assign to the Assignee all right, title, and interest in and to the Trademarks.

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

1. Assignment. Assignor hereby conveys, transfers, and assigns to Assignee all of the Assignor's right, title, and interest in and to the following: (a) the Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, provided that, with respect to any intent-to-use trademark applications set forth on Schedule A hereto, the transfer of such applications accompanies, pursuant to the Agreement, the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing; (b) the right to enforce the Trademarks worldwide and all benefits, privileges, causes of action, and remedies relating to any of the foregoing, whether before or hereafter accrued, including, without limitation, the exclusive right to maintain all such registrations, renewals, and applications; (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Trademarks; (d) the right to sue for all past, present or future infringements or other violations of any rights in or to the Trademarks; and (e) the right to settle and retain proceeds from any such actions in the name of Assignee, its successors or assigns.

2. Further Assurances. Assignor shall execute such written instruments, extend such other cooperation and perform such other acts as may be reasonably necessary or advisable to more effectively transfer and assign to and vest in Assignee the Trademarks, and Assignor hereby irrevocably appoints Assignee and any of its officers as Assignor's attorney in fact to undertake such acts in Assignor's name.

3. Terms of the Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of the Assignee and the Assignor with respect to the Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic

transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

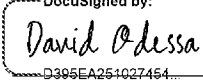
6. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Rhode Island, without giving effect to any choice or conflict of law provision or rule (whether of the State of Rhode Island or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has executed this Assignment to be effective as of the date set forth above.

ASSIGNOR:

P & B TEXTILES, INC.

By:  D395EA254027454
Name: David Odessa
Title: Authorized Signatory

Schedule A

Country	Mark	App. Ser. No./Reg. No.	Filing Date	Registration Date	(Class) Goods/Services
USA	APPLE CIDER	4,258,881	10/12/11	12/11/12	(24) textile fabrics for use in quilting, arts and crafts, and interior decoration