

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538706

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sort, LLC d/b/a Zoots		03/19/2018	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Coliseum Companies, Inc.		
Doing Business As:	Bay State Linen		
Street Address:	45 Industrial Boulevard		
City:	Brockton		
State/Country:	MASSACHUSETTS		
Postal Code:	02301		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2282160	ZOOTS	
Registration Number:	2428729	ZOOTS	
Registration Number:	3060784	ZOOTS MACHINE	
Registration Number:	3708372	ZOOTS IT SUITS YOU	
Registration Number:	3708378	ZOOTS IT SUITS YOU	
CORRESPONDENCE DATA			
Fax Number:	7816225933		
<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:	7816225930		
Email:	trademark2@morse.law		
Correspondent Name:	Stacey C. Friends		
Address Line 1:	480 Totten Pond Road, 4th Floor		
Address Line 4:	Waltham, MASSACHUSETTS 02451		
ATTORNEY DOCKET NUMBER:	10035-33387		
NAME OF SUBMITTER:	Stacey C. Friends		
SIGNATURE:	/Stacey C. Friends/		

OP \$140.00 2282160

DATE SIGNED:	08/29/2019
---------------------	------------

Total Attachments: 10

source=Bill of Sale Confirmatory Assignment of Trademarks (M1405022xB1386)#page1.tif
source=Bill of Sale Confirmatory Assignment of Trademarks (M1405022xB1386)#page2.tif
source=Bill of Sale Confirmatory Assignment of Trademarks (M1405022xB1386)#page3.tif
source=Bill of Sale Confirmatory Assignment of Trademarks (M1405022xB1386)#page4.tif
source=Bill of Sale Confirmatory Assignment of Trademarks (M1405022xB1386)#page5.tif
source=Bill of Sale Confirmatory Assignment of Trademarks (M1405022xB1386)#page6.tif
source=Bill of Sale Confirmatory Assignment of Trademarks (M1405022xB1386)#page7.tif
source=Bill of Sale Confirmatory Assignment of Trademarks (M1405022xB1386)#page8.tif
source=Bill of Sale Confirmatory Assignment of Trademarks (M1405022xB1386)#page9.tif
source=Bill of Sale Confirmatory Assignment of Trademarks (M1405022xB1386)#page10.tif

BILL OF SALE

This Bill of Sale, dated April ____, 2019, and effective as of the 30th day of April, 2018, is executed and delivered by **David Madoff** ("Seller"), the duly appointed Chapter 7 Trustee of **Sort, LLC**, a Massachusetts limited liability company, dba Zoots, to **Coliseum Companies, Inc.**, a Massachusetts corporation, dba Bay State Linen ("Purchaser"). All capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in that certain Asset Purchase Agreement, dated February 28, 2018, by and among Seller and Purchaser (collectively "Parties") (as defined therein) (the "Purchase Agreement").

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to transfer, convey, assign and deliver to Purchaser the Registered Trademarks defined in Paragraph 1 hereto, all in accordance with the terms set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the execution and delivery of the Purchase Agreement and for other good a valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms of the Purchase Agreement, Seller agrees as follows:

1. Seller hereby transfers, assigns, conveys and delivers to Purchaser, its successors and assigns, to have and to hold forever, and Purchaser hereby accepts from Seller, all of Seller's rights, title and interest in, to and under the registered trademarks identified on Schedule 1 hereto ("Registered Trademarks") together the goodwill associated with the Registered Trademarks and such goodwill associated with the business with which the Registered Trademarks are and have been used.

2. Seller hereby makes the transfer to Purchaser pursuant to the Order of the United States Bankruptcy Court for the District of Massachusetts, dated March 19, 2018 (Case No. 18-10160, Docket No. 144), a copy of which is attached hereto as Exhibit A (the "Order") and therefore the transfer shall be effective, *nunc pro tunc* to March 19, 2018. Pursuant to the Order:

(a) the Registered Trademarks are free and clear of any and all encumbrances, obligations, liabilities, interests, contractual commitments, claims, security interests, mortgages, liens, charges, adverse claims, licenses, or restrictions of any kind or nature whatsoever (whether based in law or equity, including, without limitation, any claim or interest based on or related to any employee benefit obligations, patent or trademark laws, the Employee Retirement Income Security Act, the Comprehensive Omnibus Budget Reconciliation Act, CERCLA, other environmental laws, or product liability laws or any claim or interest based on any theory of successor liability, de facto merger, substantial continuity, or similar theory).

(b) all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies or units, governmental departments or units, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Registered Trademarks conveyed to the Purchaser.

(c) no bulk sales law, stamp tax, sales tax, transfer tax, or any similar law of any state or other jurisdiction shall apply in any way to the transfer of the Registered Trademarks from the Seller to the Purchaser.

3. This Bill of Sale is intended to evidence the consummation of the transfer and assignment by Seller to Purchaser of the Registered Trademarks contemplated by the Purchase Agreement. Seller, by its execution of this Bill of Sale, and Purchaser, by its acceptance of this Bill of Sale, each hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Bill of Sale. In the event of any inconsistencies or ambiguities between this Bill of Sale and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

4. Seller does hereby irrevocably constitute and appoint the Purchaser, its successors and assigns, its true and lawful attorney, with full power of substitution, in its name or otherwise, and on behalf of Seller, or for its own use, to claim, demand, collect and receive at any time and from time to time any and all Registered Trademarks, properties, claims, accounts and other rights, tangible or intangible, hereby sold, transferred, conveyed, assigned and delivered, or intended so to be, and to prosecute the same at law or in equity and, upon discharge thereof, to complete, execute and deliver any and all necessary instruments of satisfaction and release.

5. Seller hereby covenants and agrees that it will, at the request of Purchaser, execute and deliver such other instruments of conveyance, assignment and transfer and take such other action, as Purchaser may reasonably request to vest in Purchaser the entire right, title and interest in and to the Registered Trademarks being transferred hereby.

6. This Bill of Sale shall inure to the benefit of Purchaser and its successors and assigns, and shall be binding upon and enforceable against Seller and its respective successors and assigns. This Bill of Sale shall be governed by the laws of the Commonwealth of Massachusetts without giving effect to the conflict of law principles thereof.

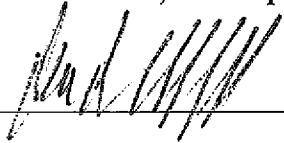
7. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one and the same agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale to be duly executed on their behalf on the day and year first above written.

SELLER:

DAVID MADOFF, as Chapter 7 Trustee of Sort, LLC



IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale to be duly executed on their behalf on the day and year first above written.

PURCHASER:

COLISEUM COMPANIES, INC.

By: _____
Name: Greg Decious
Title: President

Schedule 1

Registered Trademarks


Trademark	Reg No./Application No.	Registration Date	Status
Zoots it suits you	3708378/ 77716259	Nov. 10, 2009	Registered; Sections 8 & 15 accepted and acknowledged
Zoots it suits you	3708372/ 77716168	Nov. 10, 2009	Registered; Sections 8 & 15 accepted and acknowledged
ZOOTS MACHINE	3060784/ 76602173	Feb. 21, 2006	Renewed
	2428729/ 75529074	Feb. 13, 2001	Renewed
ZOOTS	2282160/ 75444954	Sept. 28, 1999	Renewed

Exhibit A

Order for the United States Bankruptcy Court

4850-7925-0323.1

Confirmatory Assignment of Trademarks

WHEREAS, Sort LLC, d/b/a Zoots, a limited liability company organized under the laws of the Commonwealth of Massachusetts, (hereinafter referred to as "Assignor") is the record owner of the entire right, title and interest in and to the trademarks identified on Schedule A attached hereto, together with the goodwill associated therewith (hereinafter collectively referred to as the "Mark[s]"); and

WHEREAS, Coliseum Companies Inc., d/b/a Bay State Linen, a corporation organized and existing under the laws of the Commonwealth of Massachusetts, (hereinafter referred to as "Assignee") is desirous of acquiring the entire right, title and interest in and to the Mark[s]; and

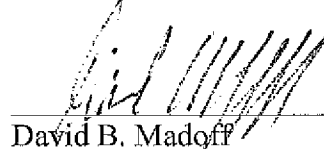
WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement dated February 28, 2018 ("Agreement") pursuant to the terms of which Assignor did transfer all right, title and interest in and to the business assets of Assignor, including all intellectual property rights associated with the assets of the business, (and more particularly, including all the trademarks relating to the business of Assignor, including the Marks listed on the attached Schedule A), to Assignee; and

WHEREAS, said Agreement became effective as of March 19, 2018; and

WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm assignment of the Marks to Assignee;

NOW THEREFORE, in consideration of the foregoing, as well as for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor confirms its prior assignment and hereby sells, assigns, transfers and sets over to Assignee, its successors, legal representatives and assigns, the entire right, title, and interest of Assignor in and to said Mark[s], together with the business and goodwill of the business in connection with which the aforesaid Mark[s] have been used, and all claims, if any, which may have arisen thereunder prior to the date of this instrument, all of the foregoing effective as of March 19, 2018.

SORT LLC




David B. Madoff

Title: Trustee for Sort LLC

Date: _____

SCHEDULE A

MARKS

Trademark	Reg No./Application No.	Registration Date	Status
Zoots it suits you	3708378/ 77716259	Nov. 10, 2009	Registered; Sections 8 & 15 accepted and acknowledged
Zoots it suits you	3708372/ 77716168	Nov. 10, 2009	Registered; Sections 8 & 15 accepted and acknowledged
ZOOTS MACHINE	3060784/ 76602173	Feb. 21, 2006	Renewed
	2428729/ 75529074	Feb. 13, 2001	Renewed
ZOOTS	2282160/ 75444954	Sept. 28, 1999	Renewed

AMENDED & RESTATED

BILL OF SALE

This Amended and Restated Bill of Sale, is made April __, 2019 and made effective as of the 30th day of April, 2018, is executed and delivered by **David Madoff** ("Seller"), the duly appointed Chapter 7 Trustee of **Sort, LLC**, a Massachusetts limited liability company, dba Zoots, to **DCRes, LLC**, a Massachusetts limited liability company ("Purchaser"), as designee of Coliseum Companies, Inc., a Massachusetts corporation, dba Bay State Linen. All capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in that certain Asset Purchase Agreement, dated February 28, 2018, by and among Seller and Purchaser (collectively "Parties") (as defined therein) (the "Purchase Agreement").

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to transfer, convey, assign and deliver to Purchaser the Purchased Assets, all in accordance with the terms set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the execution and delivery of the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms of the Purchase Agreement, Seller agrees as follows:

1. Seller hereby transfers, assigns, conveys and delivers to Purchaser, its successors and assigns, to have and to hold forever, and Purchaser hereby accepts from Seller, all of Seller's rights, title and interest in, to and under the Purchased Assets, wherever located, provided however, that the motor vehicles identified on Schedule 1 hereto and the registered trademarks identified on Schedule 2 hereto are expressly excluded from the Purchased Assets subject to this Bill of Sale¹.

2. Seller hereby makes the transfer to Purchaser pursuant to the Order of the United States Bankruptcy Court for the District of Massachusetts, dated March 19, 2018 (Case No. 18-10160, Docket No. 144), a copy of which is attached hereto as Exhibit A (the "Order"). Pursuant to the Order:

(a) the Purchased Assets are free and clear of any and all encumbrances, obligations, liabilities, interests, contractual commitments, claims, security interests, mortgages, liens, charges, adverse claims, claims of possession, right of ways, licenses, easements, or restrictions of any kind or nature whatsoever (whether based in law or equity, including, without limitation, any claim or interest based on or related to any employee benefit obligations, patent or trademark laws, the Employee Retirement Income Security Act, the Comprehensive Omnibus Budget Reconciliation Act, CERCLA, other environmental laws, or product liability laws or any claim or interest based on any theory of successor liability, de facto merger, substantial continuity, or similar theory).

¹ Such excluded vehicle assets being those vehicles identified on Schedule 1 and registered trademarks identified on Schedule 2 hereto are duly conveyed, transferred and assigned under a separate Bill of Sale, dated as of the date hereof, from the Seller to Coliseum Companies, Inc.

(b) all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies or units, governmental departments or units, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Purchased Assets conveyed to the Purchaser.

(c) no bulk sales law, stamp tax, sales tax, transfer tax, or any similar law of any state or other jurisdiction shall apply in any way to the transfer of the Purchased Assets from the Seller to the Purchaser.

3. This Bill of Sale is intended to evidence the consummation of the transfer and assignment by Seller to Purchaser of the Purchased Assets contemplated by the Purchase Agreement. Seller, by its execution of this Bill of Sale, and Purchaser, by its acceptance of this Bill of Sale, each hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Bill of Sale. In the event of any inconsistencies or ambiguities between this Bill of Sale and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

4. Seller does hereby irrevocably constitute and appoint the Purchaser, its successors and assigns, its true and lawful attorney, with full power of substitution, in its name or otherwise, and on behalf of Seller, or for its own use, to claim, demand, collect and receive at any time and from time to time any and all Purchased Assets, properties, claims, accounts and other rights, tangible or intangible, hereby sold, transferred, conveyed, assigned and delivered, or intended so to be, and to prosecute the same at law or in equity and, upon discharge thereof, to complete, execute and deliver any and all necessary instruments of satisfaction and release.

5. Seller hereby covenants and agrees that it will, at the request of Purchaser, execute and deliver such other instruments of conveyance, assignment and transfer and take such other action, as Purchaser may reasonably request to vest in Purchaser the entire right, title and interest in and to the Purchased Assets being transferred hereby.

6. This Bill of Sale shall inure to the benefit of Purchaser and its successors and assigns, and shall be binding upon and enforceable against Seller and its respective successors and assigns. This Bill of Sale shall be governed by the laws of the Commonwealth of Massachusetts without giving effect to the conflict of law principles thereof.

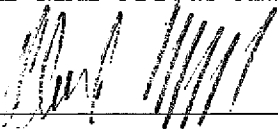
7. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one and the same agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the undersigned have caused this Amended and Restated Bill of Sale to be duly executed on their behalf on the day and year first above written.

SELLER:

DAVID MADOFF, as Chapter 7 Trustee of Sort, LLC



IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale to be duly executed on their behalf on the day and year first above written.

PURCHASER:

DCRes, LLC

By: _____
Name: Greg Decious
Title: Manager