

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354749

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|-----------------------------------|-------------------------------------|-----------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Wilton Armetale, Inc. | | 09/11/2015 | CORPORATION: PENNSYLVANIA |
| RECEIVING PARTY DATA | | | |
| Name: | North Mill Capital LLC | | |
| Street Address: | 821 Alexander Road, Suite 130 | | |
| City: | Princeton | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 08540 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 16 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3216637 | GOURMET | |
| Registration Number: | 2810713 | REGGAE | |
| Registration Number: | 3720021 | INSPIRATIONS | |
| Registration Number: | 2373687 | AMERICAN INSPIRATIONS | |
| Registration Number: | 2262372 | ELEGANT. YET, SO PRACTICAL. | |
| Registration Number: | 1850469 | DESIGNER SERIES | |
| Registration Number: | 1897896 | WILTON ARMETALE | |
| Registration Number: | 1370949 | ARMETALE | |
| Registration Number: | 1042092 | ARMETALE | |
| Registration Number: | 1040944 | COUNTRY FRENCH | |
| Registration Number: | 1028569 | RWP | |
| Registration Number: | 1003748 | RWP | |
| Registration Number: | 0997325 | RWP | |
| Registration Number: | 0883160 | ARMETALE | |
| Registration Number: | 0884447 | RWP | |
| Registration Number: | 0867174 | RWP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6099190677 | | |

OP \$415.00 3216637

TRADEMARK

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: 609-917-6210
Email: pliberman@northmillcapital.com
Correspondent Name: Patti S. Liberman, General Counsel
Address Line 1: 821 Alexander Road, Suite 130
Address Line 4: Princeton, NEW JERSEY 08540

| | |
|---------------------------|-------------------|
| NAME OF SUBMITTER: | Patti S. Liberman |
| SIGNATURE: | /PSL/ |
| DATE SIGNED: | 09/11/2015 |

Total Attachments: 6
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COLLATERAL ASSIGNMENT OF TRADEMARKS
(Security Agreement)
(this "Assignment")

WHEREAS, WILTON ARMETALE, INC., a Pennsylvania corporation ("Assignor"), located and doing business at 903 Square Street, Mt. Joy, Pennsylvania 17552, is the owner (by assignment from TWC Transfer, Inc., formerly known as The Wilton Company) of the trademarks, services marks and trade names (the "Trademarks"), as are listed in Exhibit A hereto, which are registered in the United States Patent and Trademark Office.

WHEREAS, NORTH MILL CAPITAL LLC, a Delaware limited liability company ("Assignee"), located and doing business at 821 Alexander Road, Suite 103, Princeton, New Jersey 08540, has extended and may hereafter extend credit to Assignor, and Assignor has executed and delivered to Assignee a certain Revolving Credit Master Promissory Note and a Term (Mortgage) Loan Note, each dated April 20, 2015 (as amended, modified, supplemented, substituted, extended or renewed from time to time, collectively, the "Note") evidencing the present and future advances of credit by Assignee to Assignor and Assignor may in the future execute and deliver to Assignee other notes evidencing the advances of credit by Assignee to Assignor; and

WHEREAS, Assignor has executed and delivered to Assignee a certain Loan and Security Agreement dated as of April 20, 2015 (as amended, modified, supplemented, substituted, extended or renewed from time to time, the "Loan Agreement"), pursuant to which Assignor grants to Assignee a security interest in substantially all assets of Assignor to secure all of Assignor's Obligations (as defined in the Loan Agreement) to Assignee and Assignor may hereafter execute and deliver to Assignee other similar security agreements; and

WHEREAS, in order to further secure Assignor's present and future Obligations (as defined in the Loan Agreement) to the Assignee, Assignor wishes to grant to Assignee a security interest in the Collateral and the goodwill and certain other assets with respect to the Collateral, as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor, as additional security for the full payment and performance of the Obligations, and to further evidence the security interest granted to the Assignee pursuant to the Loan Agreement, hereby assigns, sells, transfers, and conveys to Assignee and grants to Assignee a security interest in all of Assignor's right, title and interest in:

- (a) all Trademarks, Trademark registrations, Trademark registration applications; and
- (b) all right of action, claims for damages, profits and costs, all other demands for any sum or sums of money whatsoever which it has or may have either at law or in equity, against any and all persons, firms, corporations and associations by reason of claims of infringement upon said Trademarks;
- (c) all extensions, renewals, and continuations, reissues, divisions, and continuations-in-part of the Trademarks;
- (d) all proceeds, including without limitation, license royalties and proceeds of infringement suits, based on the Trademarks;
- (e) all licenses and other agreements relating to the Trademarks and the use thereof;
- (f) all goodwill of Assignor's business connected with, symbolized by or in any way related to the items set forth in clause (a) through (e).

All of the foregoing items set forth in clauses (a) through (f) are hereinafter referred to collectively as the "Collateral."

AND Assignor and Assignee agree as follows:

1. Assignor's Obligations. Assignor agrees that, notwithstanding this Assignment, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Assignee shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Assignment or any payment received by Assignee relating to Collateral, nor shall Assignee be required to perform any covenant, duty, or obligation or Assignor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

Assignor shall have the obligation to maintain, preserve or renew the Trademarks, and take any action to prohibit the infringements or unauthorized use of same by any third party. Assignee shall have no obligation to maintain, preserve or renew the Trademarks, nor to take any action to prohibit the infringements or unauthorized use of same by any third party.

2. Use Prior to Default. Unless and until an Event of Default under, and as defined in or under the Loan Agreement, or under any future note in favor of Assignee, shall occur and be continuing, Assignor shall retain the legal and equitable title to the Trademarks and shall have the right to use the Collateral, subject to the terms and covenants of the Loan Agreement, and this Assignment.

3. Remedies Upon Default. Whenever any Event of Default under and defined in the Loan Agreement or under any future note evidencing the Obligations, shall occur, Assignor's rights pursuant to Section 2 hereof shall terminate and be null and void, and Assignee shall have all the rights and remedies granted to it in such event by the Loan Agreement or security agreements, which rights and remedies are specifically incorporated herein by reference and made a part hereof. Assignee in such event may collect directly any payments due to Assignor in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Loan Agreement or in any security agreement by Assignor in favor of Assignee. Assignor agrees that, in the event of any disposition of the Collateral upon any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Trademarks. In the event Assignor fails or refuses to execute and deliver such documents, Assignor hereby irrevocably appoints Assignee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Assignor's behalf. For the purpose of enabling Assignee to exercise rights and remedies upon any such Event of Default, Assignee hereby grants to Assignee an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Assignor) to use, assign, license, or sub-license any of the Collateral, now owned or hereafter acquired by Assignor, and wherever the same may be located.

4. Cumulative Remedies. The rights and remedies provide herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Loan Agreement or any other agreement or instrument delivered in connection therewith.

5. Amendments and Waivers. This Assignment may not be modified, supplemented or amended, or any of its provisions waived at the request of Assignor, without the prior written consent of Assignee.

6. Reassignment. At such time as Assignor shall completely satisfy all of the Obligations, Assignee will, at Assignor's request, execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest Assignor full title to the Collateral, subject to disposition thereof which may have been made by Assignee pursuant hereto.


7. Severability. If any clause or provision of this Assignment shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, and shall not in any manner affect any other clause or provision in any jurisdiction.

8. Notices. All notices, requests and demands to or upon Assignor or Assignee under this Assignment shall be given in the manner prescribed in the Loan Agreement.


9. Governing Law. This Assignment shall be governed by, construed, applied and enforced in accordance with the substantive laws of the State of New Jersey and the United States of America as applicable..

IN WITNESS WHEREOF, the parties have entered into this Collateral Assignment on this 11th day of September, 2015.

WITNESS/ATTEST:


Name: Thomas G. Scola
Title:

WILTON ARMETALE, INC.

By: 
Name: Edwin G. Leibensperger
Title: President

NORTH MILL CAPITAL LLC


By: 
Name: Beatriz Hernandez
Title: Executive Vice President

Exhibit A-- Trademarks

| SERIAL # | REG. # | WORD MARK |
|----------|---------|-----------------------------|
| 78674112 | 3216637 | GOURMET |
| 78226268 | 2810713 | REGGAE |
| 78092940 | 3720021 | INSPIRATIONS |
| 75515797 | 2373687 | AMERICAN INSPIRATIONS |
| 75400286 | 2262372 | ELEGANT. YET, SO PRACTICAL. |
| 74370728 | 1850469 | DESIGNER SERIES |
| 74341193 | 1897896 | WILTON ARMETALE |
| 73519113 | 1370949 | ARMETALE |
| 73053546 | 1042092 | ARMETALE |
| 73045525 | 1040944 | COUNTRY FRENCH |
| 73033001 | 1028569 | RWP |
| 73008752 | 1003748 | RWP |
| 73008751 | 0997325 | RWP |
| 72304526 | 0883160 | ARMETALE |
| 72304524 | 0884447 | RWP |
| 72304523 | 0867174 | RWP |

STATE OF NEW JERSEY

)

COUNTY OF MERCER

)

ss:

On this, the 11th day of September, 2015, before me, a Notary Public, the undersigned officer, personally appeared Edward Leibensperger, who acknowledged himself to be the President of Wilton Armatale, Inc., a Pennsylvania corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Yvette Beard
Notary Public
YVETTE BEARD

My commission expires: July 8, 2020

YVETTE BEARD
Notary Public, State of New Jersey
My Commission Expires
July 08, 2020

STATE OF NEW JERSEY :
: SS.
COUNTY OF MERCER :

Before me this 11th day of September, 2015, personally appeared Beatriz Hernandez, the Executive Vice President of North Mill Capital LLC, to me personally known, and acknowledged to me that she is an officer, and acknowledged she was authorized to execute and deliver the foregoing instrument on behalf of said limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Yvette Beard
Notary Public
YVETTE BEARD

My commission expires: July 8, 2020

YVETTE BEARD
Notary Public, State of New Jersey
My Commission Expires
July 08, 2020