

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM525853

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CPP International, LLC		03/14/2019	Limited Liability Company: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Bay Sales, LLC
Street Address:	113 Fillmore Street
City:	Bristol
State/Country:	PENNSYLVANIA
Postal Code:	19007
Entity Type:	Corporation: PENNSYLVANIA <i>LIMITED LIABILITY COMPANY</i>

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	88086712	CUBICCOOL
Registration Number:	4555772	SKINNY MINI
Registration Number:	3750704	CAROLINAPAD
Registration Number:	4194490	ZIP-IT
Registration Number:	4194487	VIEW-IT
Registration Number:	5055858	X-TRM
Registration Number:	4950031	
Registration Number:	2008938	IMPRESSIONS

OP \$215.00 88086712

CORRESPONDENCE DATA

Fax Number: 2158325329
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: 2155695329
Email: tkelly@blankrome.com
Correspondent Name: Thomas H. Kelly
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Thomas H. Kelly
---------------------------	-----------------

SIGNATURE:	/Thomas H. Kelly/
DATE SIGNED:	05/31/2019
Total Attachments: 6 source=Trademark Assignment 2.0#page2.tif source=Trademark Assignment 2.0#page3.tif source=Trademark Assignment 2.0#page4.tif source=Trademark Assignment 2.0#page5.tif source=Trademark Assignment 2.0#page6.tif source=Trademark Assignment 2.0#page7.tif	

TRADEMARK ASSIGNMENT

This Assignment of Trademarks (this "Assignment") is made on the 14th day of March 2019, between **CPP INTERNATIONAL, LLC**, a North Carolina limited liability company with an address of 3522 Westinghouse Boulevard; Charlotte, NC 28241 (the "ASSIGNOR"), and **BAY SALES, LLC**, a Pennsylvania limited liability company with an address of 113 Fillmore Street, Bristol, Pennsylvania 19007, and its successors, assigns and legal representatives (the "ASSIGNEE").

WHEREAS, Wells Fargo Bank, N.A., solely in its capacity as a secured party of ASSIGNOR, and ASSIGNEE have entered into that certain Purchase and Sale Agreement, effective as of March 14, 2019 (the "Purchase Agreement");

WHEREAS, ASSIGNOR has adopted, used, is using, and/or intends to use the trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin listed in Schedule A (hereinafter collectively, the "Marks") attached hereto for which it owns applications and registrations in various trademark offices around the world (the "Trademark Offices);

WHEREAS, pursuant to the Purchase Agreement, ASSIGNOR has agreed to assign, and ASSIGNEE has agreed to acquire, the Marks and the goodwill associated therewith; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, ASSIGNOR does hereby assign, sell, and transfer to ASSIGNEE, its successors and assigns, all its right, title, and interest in and to said Marks, together with the goodwill of the business symbolized by and associated with said Marks thereof.

Included with and in addition to the foregoing are all claims for damages by reason of past infringement of said marks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives. ASSIGNOR covenants for itself and its successors and assigns to provide to ASSIGNEE, promptly upon the reasonable request of ASSIGNEE and at the expense of ASSIGNEE, all pertinent facts and documents relating to the marks, including, but not limited to, any and all intellectual property rights related thereto, as may be known or accessible to ASSIGNOR, and to execute and deliver promptly to ASSIGNEE or its legal representative any and all papers, instruments, and affidavits required to apply for, obtain, maintain, issue, or enforce said intellectual property rights which may be reasonably necessary or desirable to carry out the purposes thereof.

ASSIGNEE has the right to record and file this assignment in the Trademark Offices, and ASSIGNOR hereby authorizes the appropriate parties at the Trademark Offices to record and register this Assignment upon request by ASSIGNEE, at ASSIGNEE'S sole cost and expense.

ASSIGNOR shall execute and deliver to ASSIGNEE such additional assignments and/or other documents, certificates, and instruments of conveyance in a form suitable for filing with the

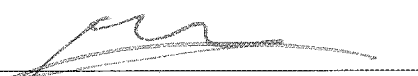
Trademark Offices as necessary to record and perfect this Assignment and to vest in ASSIGNEE all right, title, and interest in and to the Marks in accordance with applicable law.

In the event of a conflict or inconsistency between the provisions of this assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement will prevail.

IN TESTIMONY WHEREOF, ASSIGNOR and ASSIGNEE have executed this Assignment by a duly authorized officer.

CPP INTERNATIONAL, LLC

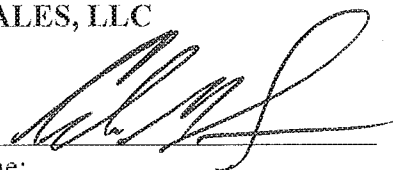
Dated: 3-15-19

By: 

Name: Bill Stacks
Title: CEO

BAY SALES, LLC

Dated: 4/29/19

By: 


Name:
Title:

SCHEDULE A

TRADEMARK ASSIGNMENT

Mark Name	Owner	Registration Number (App. No.)	Registration Date (App. Date)	Status
CUBICCOOL	CPP International, LLC	(88/086712)	(08/21/2018)	Live
SKINNY MINI	CPP International, LLC dba Carolina Pad	4555772	06/24/2014	Live
 CAROLINA PAD & DESIGN	CPP International, LLC	3750704	02/16/2010	Live
ZIP-IT	CPP International, LLC dba Carolina Pad	4194490	08/21/2012	Live
VIEW-IT	CPP International, LLC dba Carolina Pad	4194487	08/21/2012	Live
 X-TRM (Stylized)	CPP International, LLC	5055858	10/04/2016	Live
 MISC. DESIGN	CPP International, LLC	4950031	05/03/2016	Live
IMPRESSIONS	CPP International, LLC	2008938	10/15/1996	Live

EXECUTION COPY

ENGINEERED FOR CLASS	CPP International, LLC dba Carolina Pad	3706510	11/03/2009	Dead
COMMERCE WITH A CONSCIENCE	CPP International, LLC dba Carolina Pad	3923928	02/22/2011	Dead
 NOTE2SELF! DIVISION OF CAROLINA PAD & DESIGN	CPP International, LLC	3788267	05/11/2010	Dead
NOTE2 SELF	CPP International, LLC	3768830	03/30/2010	Dead
STUDIO C	CPP International, LLC	3819258	07/13/2010	Dead
IMAGINATION CIRCUS	CPP International, LLC dba Carolina Pad	3859945	10/12/2010	Dead
CAROLINAPAD	CPP International, LLC	3923631	02/22/2011	Dead
CAROLINAPAD	CPP International, LLC	3853612	09/28/2010	Dead
MINUETTE	CPP International, LLC	2278391	09/14/1999	Dead
FYI	CPP International, LLC	2485572	09/04/2001	Dead
TEENIE BOPPERS	CPP International, LLC	2462221	06/19/2001	Dead

EXECUTION COPY

SCRAPBOARD	CPP International, LLC	2637152	10/15/2002	Dead
NIFTY	CPP International, LLC	2188205	09/08/1998	Dead
carolinapad CAROLINAPAD & DESIGN	CPP International, LLC	3825592	07/27/2010	Dead
EVERYDAY PRODUCTS. EXTRAORDINARY DESIGN	CPP International, LLC	4067419	12/06/2011	Dead
STUDIO C	CPP International, LLC	(77768819)	(06/26/2009)	Dead
MAD DASH JUST BREEZE THROUGH SECURITY	CPP International, LLC dba Carolina Pad	(77855417)	(10/22/2009)	Dead
MADE WITH YOU IN MIND	CPP International, LLC dba Carolina Pad	(77873690)	(11/16/2009)	Dead
INVISLINE	CPP International, LLC dba Carolina Pad	(77899263)	(12/22/2009)	Dead
MAD DASH	CPP International, LLC dba Carolina Pad	(77938357)	(02/17/2010)	Dead
DURACORE	CPP International, LLC dba Carolina Pad	(77960984)	(03/17/2010)	Dead
NATURALLY STRONG	CPP International, LLC dba Carolina Pad	(77961126)	(03/17/2010)	Dead

EXECUTION COPY

BAND-IT	CPP International, LLC dba Carolina Pad	(85102211)	(08/06/2010)	Dead
COMMERCE WITH A CONSCIENCE	CPP International, LLC	(77340960)	(11/30/2007)	Dead
FASHION OFFICE	CPP International, LLC	(77343591)	(12/04/2007)	Dead