

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534411

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PHOENIX TEXTILE CORPORATION		07/30/2019	Corporation: MISSOURI
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: 6			
Property Type	Number	Word Mark	
Serial Number:	75354579		
Serial Number:	75354578		
Serial Number:	78248277	PHOENIX TEXTILE CORPORATION	
Serial Number:	77630516	ARGENTKNIT	
Serial Number:	77629176	HEALTH AND COMFORT	
Serial Number:	77630524	ARGENTWEAVE	
CORRESPONDENCE DATA			
Fax Number:	6099190677		
<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:	6099176210		
Email:	pliberman@northmillcapital.com		
Correspondent Name:	Patti Liberman c/o North Mill Capital LL		
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:	07/31/2019		

OP \$165.00 75354579

Total Attachments: 6

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COLLATERAL ASSIGNMENT
(Security Agreement)
(Trademarks)
Effective: July 30, 2019

WHEREAS, PHOENIX TEXTILE CORPORATION, a Missouri corporation ("Assignor"), located and doing business at 21 Commerce Drive, O'Fallon, Missouri 63366, is the owner of the certain trademarks 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 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 dated July 30, 2019 (as amended, modified, supplemented, substituted, extended or renewed from time to time, 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 July 30, 2019 (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 state (including common law), federal and foreign trademarks, service marks and tradenames, and application registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark) (the "Trademarks"), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications described in Exhibit A attached hereto), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(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) the entire goodwill of or associated with the business now ore hereafter conducted by Assignor connected with and symbolized by any of the aforementioned properties and assets;

(d) all general intangibles and all intangible intellectual or other similar property of Assignor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above;

(c) all proceeds of any or all of the foregoing (including license royalties, rights to payments, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Assignee is the loss payee thereof) or any indemnity warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing.

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

AND Assignor and Assignee agree as follows:

1. Representations and Warranties. Assignor represents and warrants to Assignee that a true and correct listing of all of the existing Collateral consisting of U.S. trademarks, service marks, trade names, and all trademark, service mark and trade name applications owned by Assignor, in whole or in part, is set forth in Exhibit A.

2. 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 as necessary for use in Assignor's business, 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.

3. 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.

4. 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.

5. Cumulative Remedies. This Assignment has been entered into in conjunction with the security interest granted to Assignee under the Loan Agreement. 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.

6. 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.

7. Reassignment. At such time as Assignor shall completely satisfy all of the Obligations, Assignee will 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.

8. 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.

9. 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.

10. 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 20th day of July, 2019.

WITNESS/ATTEST:

PHOENIX TEXTILE CORPORATION

By: Linda L. Haberstroh
Name: Linda L. Haberstroh
Title: President

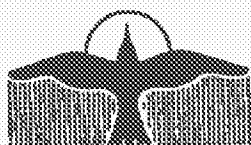
NORTH MILL CAPITAL LLC

By: Beatriz Hernandez
Name: Beatriz Hernandez
Title: EVP

Exhibit A
Trademarks

Trademarks

SERIAL#	REG.#	WORD MARK	REGISTRATION DATE
75354579	2258681	BIRD AND SUN DESIGN	July 6, 1999
75354578	2258680	BIRD AND SUN DESIGN	July 6, 1999
78248277	3044309	PHOENIX TEXTILE CORPORATION	January 17, 2006
77630524	3883457	ARGENTWEAVE	November 30, 2010
77630516	3883456	ARGENTKNIT	November 30, 2019
77629176	3929029	HEALTH AND COMFORT	March 8, 2011



LOGO:

US Trademark Registration No. 2258681 for BIRD AND SUN DESIGN logo for institutional health care textile goods, namely, surgical drapes, surgical and medical examination gowns, incontinence bed pads, and incontinence pads for use in wheelchairs in Int'l Class 10; Registration Date: July 6, 1999; Renewal Date: July 6, 2019. US Trademark Registration No. 2258680 for BIRD AND SUN DESIGN logo for incontinence garments in Int'l Class 5; Registration Date: July 6, 1999; Renewal Date: July 6, 2019

US Trademark Registration No. 3044309 for Mark: PHOENIX TEXTILE CORPORATION. Registration Date: Jan 17, 2006; Renewal Date: Jan 17, 2026, The mark PHOENIX TEXTILE CORPORATION for installation of floor coverings, wall coverings, window coverings, and lamps, and renovation services, all in the field of healthcare facilities in Int'l Class 37 and design of healthcare facilities for others and interior decorating services for healthcare facilities in Int'l Class 42.

U.S. Trademark Registration No. 3883456 for Mark: ARGENTKNIT. U.S. Registration Date: Nov 30, 2010; Renewal Date: Nov 30, 2020. U.S. Trademark Registration No. 3883457 for Mark: ARGENTWEAVE. U.S. Registration Date: Nov 30, 2010; Renewal Date: Nov 30, 2020. The marks ARGENTKNIT and ARGENTWEAVE, respectively, have met the statutory requirements and have been accepted. A copy of each notice is enclosed. The registrations cover bedspreads, window treatments, namely, fabric curtains, draperies, swags, and cascades; and cubicle and privacy curtains

U.S. Trademark Registration No. 3929029 for Mark: HEALTH AND COMFORT. U.S. Registration Date: Mar 8, 2011. Renewal Date: Mar 8, 2021. The registration covers terry products, namely, towels, wash cloths, and bath sheets; bed linens, namely, bed sheets, bed top sheets, pillow cases, comforters, bedspreads, bed blankets, flat sheets, contour sheets, and draw sheets; upholstery fabric; window treatments, namely, fabric curtains, draperies, swags, and cascades; cubicle and privacy curtains; and linen; all of the foregoing sold to healthcare providers and other commercial and institutional businesses in Class 24; and interior design services in Class 42.

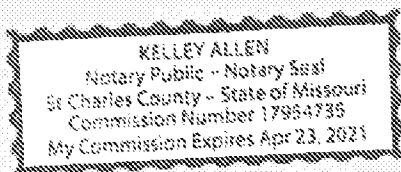
STATE OF MISSOURI

SS

COUNTY OF

St. Charles

Before me this 25 day of July, 2019, personally appeared Linda L. Haberstroh, to me personally known, and acknowledged to me that she is the President of Phoenix Textile Corporation, a Missouri corporation, and acknowledged the foregoing instrument to be the free act and deed of said corporation duly authorized by the Board of Directors of said corporation.



Kelley Allen

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

Before me this 30th day of July, 2019, personally appeared BEATRIZ RODRIGUEZ, the EVP/CCO of North Mill Capital LLC, a Delaware limited liability company, to me personally known, and acknowledged to me that s/he is an officer, and acknowledged s/he was authorized to execute and deliver the foregoing instrument on behalf of said limited liability company.

Yvette Beard

