FORM PTO-1394 09.	-28-1998 US DEPARTMENT OF COMMERCE
FORM PTO-1394 1-31-92 Tab Scripps 0.00 Tab Scripps 0.00 Tab Scripps 0.00	Patent and Trademark Office
	0839536 (documents or copy thereof.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies):
Knitwaves, Inc.	Name: PR Acquisition LLC
	Internal Address:
	Sireci Address: 131 West 33rd Street
☐ Individual(s) ☐ Association ☐ Climited Partnership ☐ Limited Partnership	
☑ Corporation-State New York	
Additional name(s) of conveying party(ies) attached? Yes No	Individual(s) citizenship
3. Nature of conveyance: * The serial number 1,041,746	General Partnership Limited Partnership
is to be corrected to 1,061,746 Assignment Merger	☐ Corporation-State ☐ Otherlimited liability company ~ Del.
Assignment Merger Security Agreement Change of Name	If assignee is not domiciled in the United States, a domestic representative
☑ Other <u>correction</u> - to <u>correct a serial number on</u> an instrument recorded at Reel 1591, Frame 0060 *	designation is attached: Yes No No (Designation must be a separate document from Assignment)
Execution Date: 5/16/97	Additional name(s) & address(es) attached? ☐ Yes ☑ No
4. Application number(s) or registration number(s):	
A. Trademark Application No.(s)	B. Trademark registration No.(s) 1,061,746
Additional numbers	attached? Yes X No
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:
Name: Diane S. White	<u> </u>
Internal Address:	7. Total fee (37 CFR 3.41): 5 40
King & Spalding	X Enclosed
Samuel Address 101 Parabhara Church	Authorized to be charged to deposit account
Street Address: 191 Peachtree Street	8. Deposit account number:
City: Atlanta State: GA ZIP 30303	(Attach duplicate copy of this page if paying by deposit account)
DO NOT USE	THIS SPACE
9. Statement and signature.	
To the best of my knowledge and belief, the foregoing information	ntion is true and correct and any attached copy is a true copy
of the original document. Diane S. White	0 11/18/1/0 9/21/98
Name of Person Signing	Signature Date
	Total number of pages comprising cover sheet:
OMB No. 0651-0011 (exp. 4/94)	
Do not detact	h this portion
Mail documents to be recorded with required cover sheet info	ermation to:
DMGUYEN 00000286 1061746 Commissioner of Pat	ents and Trademarks
Box Assi 40.00 OP Washington	ignments I. D.C. 20231
Public burden reporting for this sample cover sh	leet is estimated to average about 30 minutes per
document to be recorded, including time for reviewing and completing and reviewing the sample cover shee	DE the document and enthering the data product
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D.C. 20231, and to the Office of Management and But Washington, D.C. 20503	dget, Paperwork Reduction Project, (0651-0011).

REEL: 1792 FRAME: 0425

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TORM PTO-1374	U.S. DEPARTMENT OF COMMERCE
1-31-92	SHEET 481-40.08 and Trademark Office 7 483-375.00 136807
Fab writings 000 Y.	183-175.60 136367
To the Honorable Commissione: 100433497	attached original documents or copy thereof.
Name of appropriate partitions	
Name of conveying party(ies):	2. Name and address of receiving party(ies):
Knitwaves, Inc.	Name: PR Acquisition LLC
•	Internal Address:
	Street Address: 131 West 33rd Street
UIndividual(s)	S. New York S. NY 10001
☐General Partnership ☐Corporation-State (NY) ☐ Limited Partnership	City New York State NY ZIP 10001
Other	Individual(s) citizenship
Additional name(s) of conveying party(ies) attached? Yes No	Association
3. Nature of conveyance:	General Partnership Limited Partnership
Ø today	Corporation-State Other limited liability company
☐ Assignment ☐ Merger ☐ Change of Name	W Other limited liability company
Other	If assignee is not domicited in the United States, a domestic representative designation is attached: Yes No
Execution Date: May 16, 1997	(Designation must be a separate document from Assignment)
Execution Date. Tray 10, 1797	Additional name(s) & address(es) attached? Yes No
Application number(s) or registration number(s):	
A. Trademark Application No.(s)	P. T. domestic day of the co
A. Hademark Application 110.(3)	B. Trademark registration No.(s) 1,362,071
Additional number	s attached? X Yes No
Name and address of party to whom correspondence	6. Total number of applications and registrations involved: 12
concerning document should be mailed:	
Name: Diane S. White	
	315
Internal Address:	7. Total fee (37 CFR 3.41):
	▼ Enclosed
King & Spalding	Authorized to be about 4 and 4
Street Address: 191 Peachtree Street	Authorized to be charged to deposit account
	8. Deposit account number:
City: Atlanta State: GA ZIP · 30303	
	(and appreciate copy of this page it paying by deposit account)
DO NOT USI	E THIS SPACE
9. Statement and signature.	
To the best of my knowledge and belief, the foregoing inform	nation is true and correct and any attached copess a frue copy
9, 1114 1114 1114 1114 1114 1114 1114	A and any anachea copy
Diane S. White	rand white 5/28/972
Name of Person Signing	Signature Date N
	Total number of pages comprising cover sheet:
OMB No. 0651-0011 (cxp. 4/94)	140
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to the U.S. Patent and Trademark Office, Office of D.C. 2023 I, and to the Office of Management and Br	Unformation Systems, PK2-1000C, Washington, United States and Project, (0651-0011)
Washington, D.C. 20503	TRADEMARK 888

REEL: 1792 FRAME: 0426

ASSIGNMENT OF TRADEMARKS AND TRADENAMES

This Assignment of Trademarks and Tradenames (the "Assignment"), dated the 16th day of May, 1997, from KNITWAVES, INC., a New York corporation (the "Assignor"), to PR ACQUISITION LLC a limited liability company organized under the laws of New Jersey (the "Assignee").

WHEREAS, by an Asset Purchase Agreement dated as of April 1, 1997 by and among the Assignor, the Assignee and Justin B. Israel and Robert A. Israel (the "Asset Purchase Agreement"), the Assignor has agreed to sell the Business, including the Purchased Assets (as such terms are defined in the Asset Purchase Agreement) to the Assignee;

WHEREAS, in connection with the sale to the Assignee of the Business pursuant to the Asset Purchase Agreement, the Assignor has agreed to sell, assign and transfer to the Assignee the Trademarks (as such term is hereinafter defined); and

WHEREAS, the Assignor and Assignee desire to execute this Assignment to further evidence the assignment by the Assignor to the Assignee of the Trademarks.

NOW, THEREFORE, for the purpose of effecting such assignment pursuant to the provisions of the Asset Purchase Agreement and for the consideration set forth therein, the Assignor states as follows:

- 1. <u>Assignment</u>. The Assignor hereby sells, transfers, conveys, assigns and sets over to the Assignee, its successors and assigns the trademarks and tradenames listed on <u>Exhibit A</u> hereto (all of the foregoing being collectively hereinafter referred to as the "<u>Trademarks</u>.") with all rights of action to accrue under and by virtue thereof.
- 2. <u>Further Assurances</u>. The Assignor agrees, upon request by the Assignee, to execute and deliver any and all proper papers, prepared by Assignee, that may be necessary or desirable to perfect the title to said Trademarks in Assignee, its successors or assigns; and in the event the Assignee, its successors or assignees desire to secure a reissue of any one or more of said Trademarks, Assignor will, at the request thereof, sign all proper papers, make all rightful oaths and do all acts reasonable, necessary and proper for applying for such reissue and procuring thereof which are within the legal power and right of Assignor. Assignee, or its successor or assign shall reimburse Assignor for all out-of-pocket expenses reasonably incurred by Assignor in connection with its performance under this paragraph.

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Governing Law. This Assignment shall be construed in accordance with, and be governed by, the laws of the State of New Jersey, without regard to conflict of law principles.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be duly executed and delivered by its duly authorized officer as of the date first above written.

ASSIGNOR:

KNITWAVES, INC.

Name: Robert A. Israel

Title: President

ASSIGNEE:

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Accepted as of the day and year first above written

PR ACQUISITION

Title: CO-CHAIRMAN

2.

COMMONWEALTH OF FEMALE AND)
	SS.:
COUNTY OF PHILADELPHIA)
On the U day of May, 1997, be who being by me duly sworn, did New York, KNITWAVES, INC., the corporation describinstrument; that he knows the seal of said corporation; and that he signed his name thereto	bed in, and which executed, the foregoing ration; that the seal affixed to said instrument for authority of the Board of Directors of said
NOTARIAL SEAL MARY E. MINGLEDOUGH, Notary Public City of Philadelphia, Phila. County My Commission Expires May 8, 2000	Mary & Mengledough Notary Public
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF PHILADELPHIA	ss.:
On the day of May, 1997, be known, who being by me duly sworn, did deposed the described in, and which executed, the foregoin company; that the seal affixed to said instrument under authority of the [Managers/Members] of thereto under like authority.	of PR ACQUISITION LLC, the company g instrument; that the knows the seal of said t is such company seal; that it was so affixed
NOTARIAL SEAL MARY E. MINGLEDOUGH, Notary Public City of Philadelphia, Phila. County My Commission Expires May 8, 2000	Mary & Mengledough

Notary Public

3.

TRADEMARKS

<u>COUNTRY</u> USA USA	TRADEMARK Almonds (Stylized) Childs Play	INTERNATIONAL CLASS AND DESCRIPTION 25 25	CURRENT APPLICATION NO. AND DATE 404,011/November 26, 1982 221,346/June 17, 1965	<u>REGISTRATION NO.</u> 1,269,342 808,560
	Childs Play	25	221,346/June 17, 1965	
USA	Camden Passage	25	125,220/May 3, 1977	
USA	Flaps Up	25	74/375,495/April 5, 1993	
Canada USA	Justin Charles Justin Charles	25 39	653,166/March 16, 1990 234,511/December 13, 1965	
Argentina Canada	Knitwaves Knitwaves	25 25	1906955/June 30, 1994 410,035/April 26, 1977	
Canada Mexico	Knitwaves Design Knitwaves	25 25	405,248/December 14, 1976	
Mexico Russia	Knitwaves Knitwaves	25 25	491229/May 11, 1995	·
USA	Knitwaves	25	104,361/October 26, 1976	

TRADEMARK REEL: 1792 FRAME: 0430

EXHIBIT A
TO ASSIGNMENT
OF TRADEMARKS

November 7, 2005		1933206/November 7, 1995	s 25	Tall Tee's by Knitwaves 25	USA
September 29, 2007	1,459,328	638,275/January 5, 1987	25	Sweece	USA
September 24, 2005	1,362,071	526,313/March 11, 1985	25	Miniwaves	USA
Penoing January 12, 2003	1 745 867	74/204 250/Sentember 16 1001	3 B	Miniwaves	Russia
December 6, 2004		488322/April 24, 1995	25	Miniwaves	Mexico
September 29, 2004		432178/October 10, 1996	25	Miniwaves	Chile
November 29, 2000	390,873	653,177/March 16, 1990	25	Miniwaves	Canada
June 30, 2004		1906956/June 30, 1994	25	Miniwaves	Argentina
November 22, 2003 March 22, 2007	1,258,637 1,041,746	389,576/September 27, 1982 90,649/June 16, 1976	25 25	Knitwaves (Stylized)	USA USA

EXHIBIT A TO ASSIGNMENT OF TRADEMARKS

TRADEMARKS

Russia USA	Mexico Mexico	Argentina Canada Canada	Canada USA	USA	USA	USA	USA	COUNTRY
Knitwaves Knitwaves	Knitwaves Knitwaves	Knitwaves Knitwaves Knitwaves Design	Justin Charles Justin Charles	Flaps Up	. Camden Passage	Childs Play	Almonds (Stylized)	TRADEMARK
25 25	25	23 23	25 39	25	25	25	25	INTERNATIONAL CLASS AND DESCRIPTION
104,361/October 26, 1976	491229/May 11, 1995	1906955/June 30, 1994 410,035/April 26, 1977 405,248/December 14, 1976	653,166/March 16, 1990 234,511/December 13, 1965	74/375,495/April 5, 1993	125,220/May 3, 1977	221,346/June 17, 1965	404,011/November 26, 1982	CURRENT APPLICATION NO. AND DATE
1,072,282		230,083 234,980	389,184 825,345	1,944,468	1,082,706	808,560	1,269,342	REGISTRATION NO.
Pending August 30, 1997	December 6, 2004	September 1, 2008 August 10, 2009	September 27, 2006 March 7, 2007	December 26, 2005	January 17, 1998	May 17, 2006	March 6, 2004	EXPIRATION DATE

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USA Tall Tee's by Knitwaves 25	USA Sweece		Argentina Miniwaves Canada Miniwaves Chile Miniwaves Mexico Miniwaves	USA Knitwaves USA Knitwaves (Stylized)
itwaves 25	25	25 25	25 25 25 25	25 zed) 25
1933206/November 7, 1995	638,275/January 5, 1987	74/204,250/September 16, 1991 526,313/March 11, 1985	1906956/June 30, 1994 653,177/March 16, 1990 432178/October 10, 1996 488322/April 24, 1995	389,576/September 27, 1982 90,649/June 16, 1976
	1,459,328	1,745,867 1,362,071	390,873	1,258,637 1,041,746
November 7, 2005	September 29, 2007	Pending January 12, 2003 September 24, 2005	June 30, 2004 November 29, 2006 September 29, 2004 December 6, 2004	November 22, 2003 March 22, 2007

EXHIBIT A TO ASSIGNMENT OF TRADEMARKS

TRADEMARKS

	Canada Knitwaves Design	Argentina Knitwaves Canada Knitwaves	Canada Justin Charles USA Justin Charles	USA Flaps Up	USA Camden Passage	USA Childs Play	USA Almonds (Stylized)	COUNTRY TRADEMARK
Knitwaves Knitwaves								•
25 25	25 25	25	39	25	25	25	25	INTERNATIONAL CLASS AND DESCRIPTION
491729/May 11, 1995	405,248/December 14, 1976	1906955/June 30, 1994 410,035/April 26, 1977	653,166/March 16, 1990 234,511/December 13, 1965	74/375,495/April 5, 1993	125,220/May 3, 1977	221,346/June 17, 1965	404,011/November 26, 1982	CURRENT APPLICATION NO. AND DATE
	234,980	230,083	389,184 825,345	1,944,468	1,082,706	808,560	1,269,342	REGISTRATION NO.
Pending	December 6 2004	June 30, 2004 September 1, 2008	September 27, 2006 March 7, 2007	December 26, 2005	January 17, 1998	May 17, 2006	March 6, 2004	EXPIRATION DATE

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RECORDED: 09/25/1998

USA	USA	USA USA Argentina Canada Chile Mexico Russia USA USA
Tall Tee's by Knitwaves 25	Sweece	Knitwaves Knitwaves (Stylized) Miniwaves Miniwaves Miniwaves Miniwaves Miniwaves Miniwaves Miniwaves
s 25	25	22 222222
1933206/November 7, 1995	638,275/January 5, 1987	389,576/September 27, 1982 90,649/June 16, 1976 1906956/June 30, 1994 653,177/March 16, 1990 432178/October 10, 1996 488322/April 24, 1995 74/204,250/September 16, 1991 526,313/March 11, 1985
	1,459,328	1,258,637 1,061,746 390,873 1,745,867 1,362,071
November 7, 2005	September 29, 2007	November 22, 2003 March 22, 2007 June 30, 2004 November 29, 2006 September 29, 2004 December 6, 2004 Pending January 12, 2003 September 24, 2005