<del></del>	03-25-19	ga	
(Rev. 8-93) OMB No. 0651-0011 (exp. 994)		SHEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Off	
Tab settings □ □ □ ▼	10099402		
To the Honorable Commissioner of Patents	and Trademarks: Pleas	se record the attached original describents are boy the original describents are boy to be original described by the original d	
Name of conveying party(ies):	2	2. Name and address of veceiving party(ies)  MAH 2 2 1999  Name: Paramount Headwear, Inc.	
Roxxi, Inc.		Internal Address:	-
☐ Individual(s) ☐ Association	on	Street Address: One Paramount Drive	
☐ General Partnership ☐ Limited Partnership			-
	Ì	City: Bourbon State: MO ZIP: 65441	_
Other	i	☐ Individual(s) citizenship	
Additional name(s) of conveying party(ies) attached?   Yes   No		Association	
3. Nature of conveyance:		General Partnership	_
		☐ Limited Partnership	-
•	Merger	☐ Corporation-State Missouri ☐ Other	-
, ,	Change of Name	f assignee is not domiciled in the United States, a domestic represetative designa	tion.
O Other		is attached: D Yes D No	LICET
Execution Date: March 15, 1999		(Designations must be a separate document from assignment) Additional name(s) & address(es) attached? D Yes 🍇 No	
4. Application number(s) or patent number(s):  A. Trademark Application No.(s)		B. Trademark Registration No.(s)	
		1,768,715	
Additional numbers attached? ☐ Yes 💆 No			
Name and address of party to whom correspondence concerning document should be mailed:		6. Total number of applications and registrations involved:	
Name: Jeffrey L. Michelman, Esq		• • · ·	
Internal Address:		7. Total fee (37 CFR 3.41)\$40.00	
Blumenfeld, Kaplan & Sandweiss, P.C.		<b>☎</b> Enclosed	İ
		☐ Authorized to be charged to deposit account	İ
Street Address:			
	400	8. Deposit account number:	
168 North Meramec Avenue, Suite	400		
City: St. Louis State: MO	ZIP: 63105		į
03/24/1999 DNGUYEN 00000177 1768715	DO NOT USE TH	(Attach duplicate copy of this page if paying by deposit account)	
01 FC:481 40.00 0P	DO NOT USE III	NO SPACE	
9. Statement and signature.  To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.			
Name of Person Signing  Total number of pages including cover sheet, attachments, and document:  Date			
Total number of pages personing cover sheet, attachments, and document.			

## ASSIGNMENT OF TRADEMARK

WHEREAS, Roxxi, Inc., a Nevada corporation ("Assignor"), is the owner of that certain trademark registration which is registered in the United States Patent and Trademark Office having Registration No. 1,768,715 for the mark ROXXI issued on May 4, 1993 (hereinafter referred to as the "Mark"); and

WHEREAS, Paramount Headwear, Inc., a Missouri corporation ("Assignee") is desirous of acquiring the entire right, title and interest of Assignor in and to the Mark and the goodwill associated therewith.

WHEREAS, contemporaneously with the execution of this Assignment of Trademark, Assignor and Assignee have consummated the transactions contemplated in that certain Asset Purchase Agreement dated February 26, 1999, pursuant to which, Assignee will purchase, among other assets, the Mark.

NOW, THEREFORE, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, by these presents, does hereby sell, assign, and transfer unto Assignee all of its right, title, and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, the same to be held and enjoyed by Assignee, for its own use and benefit and that of its successors and assigns, to the full end of the term for which said Mark is granted, together with all claims for damages by reason of past infringement of said Mark, with the right to sue for and collect the same for its own use and for the use of its successors, assigns, or other legal representatives. Assignor does hereby covenant and warrant that: (i) it is the owner of said Mark and has full right and title thereto and authority to sell, assign, and dispose of the same; (ii) it has not granted any right or license to use the Trademark to anyone; (iii) the Mark is free and clear of any and all liabilities, security interests, pledges, liens, encumbrances, charges, imperfections of title or other burdens of every nature and kind; and (iv) it has not executed, and will not execute, any instrument in conflict herewith. Assignor does hereby further covenant and agree with Assignee to execute and deliver such other and further instruments and take such other and further actions as may be reasonably necessary or appropriate to transfer said Mark, claims for damages by reason of past infringement, and right to sue and collect therefor to Assignee.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this <u>1573</u> day of March, 1999.

Roxxi, Inc., a Nevada corporation

Print Name: Thomas A. Schneider

Its: President

STATE OF ARIZONA

COUNTY OF MARICO PA

SS:

RECORDED: 03/22/1999

On this 15<sup>th</sup> day of March, 1999, before me personally appeared Thomas CHNEIDER who, being duly sworn, did say that he is the PRESIDENT of Roxxi, Inc.; that he signed the foregoing on behalf of said corporation; and acknowledged the foregoing to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed an official seal at my office in the county and state aforesaid, the day and year first above written.

160856

Notary Public OFFICIAL SEAL

BUFNETT A. FLINT

NOTARY MARICOPA COUNTY

My Comm. Expires Sept. 17. 2002

REEL: 1873 FRAME: 0819