

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/01/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ripley Shirt Company, Limited		01/02/2007	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	Oak Cliff Shirt Company, Inc.
Street Address:	1717 North Beckley Avenue
City:	Dallas
State/Country:	TEXAS
Postal Code:	75203
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78472906	RIPLEY
Serial Number:	78859745	RIPLEY SHIRTS R S
Serial Number:	78860229	RS RIPLEY SHIRTS
Serial Number:	78860338	RS BY RIPLEY
Registration Number:	2880673	HUNTINGTON
Registration Number:	3008862	R
Registration Number:	3013317	RIPLEY SHIRTS

CORRESPONDENCE DATA

Fax Number: (972)732-9218
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 972-447-4569
 Email: dennis@griggslaw.com
 Correspondent Name: Dennis Griggs, Attorney

OP \$190.00 78472906

900087648

**TRADEMARK
 REEL: 003626 FRAME: 0780**

Address Line 1: 17950 Preston Road
Address Line 2: Suite 1000
Address Line 4: Dallas, TEXAS 75252

ATTORNEY DOCKET NUMBER:	A16935 OAK CLIFF SHIRT CO
NAME OF SUBMITTER:	Dennis T. Griggs
Signature:	/Dennis T. Griggs/
Date:	09/24/2007

Total Attachments: 4
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ASSIGNMENT *NUNC PRO TUNC*

WHEREAS, RIPLEY SHIRT COMPANY, LIMITED, (hereinafter "Assignor"), a Texas limited partnership, having its principal place of business at 95 NE 4th Avenue, Delray Beach, Florida 33483 has used and is the owner of the entire right, title and interest in and to certain United States trademarks, trade names, service marks, trademark and service mark registrations, trademark and service mark applications described on **Schedule A** attached hereto (the "Trademarks and Trade Names");

WHEREAS, Assignor has previously assigned to OAK CLIFF SHIRT COMPANY, INC., (hereinafter "Assignee"), a Texas corporation having its principal place of business at 1717 North Beckley Avenue, Dallas, Texas 75203, the entire right, title and interest in and to the aforementioned Trademarks and Trade Names, including the goodwill of the business symbolized thereby, as set forth in a certain Agreement for Sale of Assets executed by the parties on August 16, 2006 and having an effective date of July 1, 2006; and

WHEREAS, it is the purpose of this document to memorialize the assignment of the Trademarks and Trade Names in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for ten dollars (\$10) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer absolutely unto Assignee, *nunc pro tunc* as of July 1, 2006, all right,

title and interest in and to the Trademarks and Trade Names, together with all goodwill symbolized by the Trademarks and Trade Names and the business of the Assignor to which the Trademarks and Trade Names pertain, including the right to sue and recover for past, present and future infringement of the Trademarks and Trade Names and the right to sue and collect damages for such infringement, to be held and enjoyed by the Assignee for its own use and benefit, and for its successors and assigns as the same would have been held by Assignor had this assignment not been made.

Assignor does hereby expressly agree that Assignee may singly, and without assistance or consent from Assignor, undertake procedures to record the transfer of the Trademarks and Trade Names to Assignee in the assignment records of the United States Patent and Trademark Office, in the assignment records of the Secretary of State for the State of Texas, and in the assignment records of any other applicable agency or governmental entity; and to terminate any powers of attorney previously granted by Assignor with respect to the mark. Assignor hereby expressly covenants and agrees that it will promptly cooperate with and assist the Assignee in taking the actions set forth in this paragraph to the extent reasonably requested by the Assignee.

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[SIGNATURE PAGE FOLLOWS]

SCHEDULE A

IDENTIFICATION OF REGISTERED MARKS AND PENDING TRADEMARK APPLICATIONS

MARK	S/N REG. NO.	CLASS	STATUS
HUNTINGTON	2,880,673	025	Registered
R and design	3,008,862	025	Registered
RIPLEY SHIRTS and design	3,013,317	035	Registered
RIPLEY	78/472,906	025	Pending
RIPLEY SHIRTS RS	78/859,745	025	Pending
RS RIPLEY SHIRTS and design	78/860,229	025	Pending
RS BY RIPLEY and design	78/860,338	025	Pending