

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Laundry Athletics, LLP		07/28/2008	LIMITED PARTNERSHIP: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Oxford Industries, Inc.		
Street Address:	222 Piedmont Ave., NE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2977647	SUPER DRY	
CORRESPONDENCE DATA			
Fax Number:	(404)653-1545		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404 653 1461		
Email:	mheaton@oxfordinc.com		
Correspondent Name:	Mary Margaret Heaton		
Address Line 1:	222 Piedmont Ave., NE		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	SUPERDRY		
NAME OF SUBMITTER:	Mary Margaret Heaton		
Signature:	/Mary Margaret Heaton/		

CH \$40.00 2977647

Date:

07/31/2008

Total Attachments: 13

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TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

THIS AGREEMENT is made and effective as of the 28th day of July, 2008 ("Effective Date"), by and between Oxford Industries, Inc., a Georgia corporation having a principal place of business at 222 Piedmont Avenue, Atlanta, Georgia 30308 (hereinafter "Oxford") and Laundry Athletics, LLP, a limited liability partnership registered in England and Wales having a principal place of business at Unit 60, The Runnings, Cheltenham, Gloucestershire, GL51 9NW (hereinafter "Laundry Athletics").

WITNESSETH:

WHEREAS, Oxford is the owner of all right, title, and interest in and to the trademark SUPER DRY, together with all goodwill associated therewith (hereinafter, the "Mark"), and uses the Mark in connection with Oxford's sale of men's shirts used as golf apparel in the United States and Canada (the "Products");

WHEREAS, Oxford owns U.S. Trademark Registration No. 2,977,647, in international class 25 for the Mark as used to identify Men's Shirts (hereinafter, the "Registration");

WHEREAS, Oxford has filed an application to register the Mark in Canada, Canadian Trademark Application No. 1,367,441, in international class 25 as used to identify Men's Shirts (hereinafter, the "Application");

WHEREAS, Laundry Athletics desires to acquire from Oxford and Oxford desires to assign to Laundry Athletics said Mark, together with the Registration, Application and goodwill of its business symbolized thereby;

NOW, THEREFORE, for and in consideration of the promises, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** Oxford hereby assigns to Laundry Athletics all right, title and interest in and to the Mark, together with the Registration, Application and goodwill symbolized thereby. In conjunction with the execution of this Assignment, Oxford agrees to execute and deliver to Laundry Athletics the trademark assignment documents set forth in the attached Exhibit A which Laundry Athletics may use to record the assignment of the Mark at the U.S. Patent and Trademark Office and the Canadian Trademark Office. Oxford shall further cooperate (at its own cost) as is reasonably necessary to ensure that the Registration and Application are validly transferred to Laundry Athletics. Laundry Athletics shall maintain the Registration as long as Oxford continues to use the mark in the form in which it is currently registered. However, Laundry Athletics is not obliged to defend any application for revocation or cancellation of the Registration. Further, Laundry Athletics may, but is not obliged, to continue prosecution of the Application in Canada.

2. **Purchase Price.** The purchase price for the transferred Mark, together with the Registration, Application and goodwill symbolized thereby, is US \$ 440,000.00 (US Dollar Four Hundred and Forty Thousand) (the "Purchase Price"), which is payable by Laundry Athletics to Oxford as follows:

2.1 **Initial Payment.** Within five (5) business days of the Effective Date, Laundry Athletics shall pay Oxford US \$110,000.00 (US Dollar One Hundred and Ten Thousand), twenty-five percent (25%) of the Purchase Price, via instructions to be furnished by Oxford.

2.2 **Balance.** The remaining balance of US \$330,000.00 (US Dollar Three Hundred and Thirty Thousand), seventy-five percent (75%) of the Purchase Price, shall be paid in twelve equal quarterly installments of US \$27,500.00 (US Dollar Twenty Seven Thousand Five Hundred), in accordance with the following schedule, via instructions to be furnished by Oxford:

- October 15, 2008
- January 15, 2009
- April 15, 2009
- July 15, 2009
- October 15, 2009
- January 15, 2010
- April 15, 2010
- July 15, 2010
- October 15, 2010
- January 15, 2011
- April 15, 2011
- July 15, 2011

2.3 **Security Interest.** Laundry Athletics hereby conveys, grants, transfers and assigns to Oxford a security interest in and to the Mark, Registration and Application, together with the goodwill symbolized thereby, to secure payment of the Purchase Price as outlined in Section 2 of this Agreement. All costs associated with obtaining said security interest shall be borne by Oxford. Laundry Athletics further agrees that it will execute any and all instruments which may be necessary to perfect and evidence Oxford's security interest in and to the rights

herein conveyed to Oxford. Upon payment in full of the Purchase Price by Laundry Athletics, Oxford shall execute a release of the security interest granted under this Agreement.

3. **Grant of Licenses Back.**

3.1 Subject to the provisions of Section 3.4 of this Agreement, Laundry Athletics hereby grants to Oxford a non-exclusive, royalty-free, and perpetual license to use the Mark on the Products throughout the United States of America ("License") for sale only:

- 3.1.1 in 'green grass' outlets, being retail outlets located on golf courses;
 - 3.1.2 in speciality golf retail outlets, being retail outlets selling only products used for the playing of golf; and
 - 3.1.3 to corporate entities (for the purpose of their corporate merchandising),
- (together "the Permitted Outlets").

3.2 Laundry Athletics hereby acknowledges that, at the date of this Agreement, Oxford Industries sells SUPER DRY branded products in Canada. Laundry Athletics hereby grants to Oxford a non-exclusive, royalty-free license to use the Mark on those Products which form Oxford's SS08 season and FW08 season collections throughout Canada for a period of six (6) months from the date of this Agreement only ("the Canada License").

3.2 **Quality Control.** To protect the reputation and goodwill of Laundry Athletics, which maintains quality control standards for the Mark, whenever Oxford uses the Mark, Oxford shall cause the symbol "®" to be placed adjacent to the Mark. Oxford agrees that the nature and quality of all goods and services rendered by Oxford in connection with the Mark shall conform to the quality of goods currently provided and sold under the Mark. In exercising its rights hereunder, Oxford shall use the Mark only in conjunction with the Products, and Oxford shall not use the Mark in connection or association with any other trademark without the express written consent of Laundry Athletics (such consent to be given in the sole but reasonable discretion of Laundry Athletics). Oxford further agrees that Oxford will not use the term "SUPER DRY," or any mark similar thereto, with any goods or services other than the use of the Mark to identify the Products aforementioned.

3.3 **Inspection.** Upon request of Laundry Athletics or at least annually from the date of execution of this Agreement, Oxford will send to Laundry Athletics samples of the Products sold under the Mark so that Laundry Athletics will be able to ascertain or determine compliance with the quality control provisions herein. Laundry Athletics further reserves the right, upon reasonable notice to Oxford, to enter Oxford's premises and facilities to inspect use of the Mark on the Products to determine compliance with all quality control provisions in this Agreement.

3.4 **Termination of Licenses.**

3.4.1 Laundry Athletics may terminate the License and the Canada License granted under Section 3 of this Agreement if Oxford breaches its obligations under this Agreement and fails to cure the breach to the reasonable satisfaction of Laundry Athletics within thirty (30) days of being notified of the same by Laundry Athletics. Laundry Athletics must provide Oxford with thirty (30) days written notice of its intention to terminate.

3.4.2 Laundry Athletics shall have the right to terminate this Agreement upon thirty (30) days prior written notice to Oxford in the event of any affirmative action of insolvency by Oxford, or upon the sale, winding-up, consolidation or merger of Oxford or governmental sequestration of its assets, or upon Oxford's breach of any material provision of this Agreement unless Oxford cures such breach within such thirty (30) day period.

3.4.3 The License and the Canada License granted under Section 3 of this Agreement will automatically terminate in the event Oxford dissolves or ceases to do business for more than six (6) calendar months, unless otherwise agreed upon in a writing signed by both parties.

3.5 **Validity of Mark.** Oxford agrees to co-operate with Laundry Athletics at Laundry Athletics' sole expense in the enforcement and maintenance of Laundry Athletics' rights in the Mark, including co-operation in any suit, action, or other proceeding. Oxford shall, upon reasonable notice, use its best efforts to have any of its employees, officers, directors, managers, and any other representatives testify when requested by Laundry Athletics and shall, upon reasonable notice, use its best efforts to make available to Laundry Athletics all relevant records, papers, information, samples, specimens and the like.

4. **Warranties and Representations.** Oxford represents and warrants to Laundry Athletics that:

4.1 Oxford has full corporate authority to execute this Agreement, and this Agreement and the terms and conditions hereof have been duly authorized by all requisite corporate authority and will not result in a violation of any of the provisions of Oxford's corporate charter, bylaws or any agreement to which Oxford may be a party. Oxford further represents and warrants that it has full corporate authority to carry out the provisions of this Agreement and to perform its obligations hereunder.

4.2 Oxford is the owner of all right title and interest in and to the Mark and Registration in the United States, no other person or entity has any security interest in the Mark or Registration, in any additional registrations thereof, or in any applications to register the Mark, and there have been no prior assignments of the Mark, registrations thereof, or any applications to register the Mark anywhere other than the United States and Canada. Oxford

further represents that it is fully authorized to transfer and assign the Mark and Registration to Laundry Athletics.

4.3 Oxford is the owner of all right, title and interest in and to the Mark and Application in Canada, no other person or entity has any security interest in the Mark or Application, in any additional registrations thereof, or in any applications to register the Mark, and there have been no prior assignments of the Mark, registrations thereof, or any applications to register the Mark anywhere other than the United States and Canada. Oxford further represents that it is fully authorized to transfer and assign the Mark and Application to Laundry Athletics.

4.4 The Mark has been used by Oxford without the receipt of any claims of infringement or demands for cessation of use from third parties, and Oxford has not abandoned or discontinued its use of the Mark.

4.5 Oxford represents and warrants that it is aware of no circumstances that would give rise to cancellation of the Registration or refusal of the Application.

4.6 **Disclaimer.** Except as expressly provided in this Agreement, Laundry Athletics makes no warranties, either express or implied, for or with regard to the subject matter of this Agreement. Laundry Athletics expressly disclaims any and all such warranties

5. **Responsibility, Relationship and Indemnity.** Each party understands and agrees that:

5.1 Oxford is an independent contractor, responsible for the supply of all goods and services to its customers and for development of all associated materials and information other than the quality standards prescribed by Laundry Athletics, and Oxford shall have no power or right to make any commitment binding or obligating Laundry Athletics in any manner. Nothing herein shall be construed as placing the parties in an agency, partnership or joint venture relationship, and Oxford shall not represent itself as having any such relationship with Laundry Athletics or that Laundry Athletics is in any other way associated with Oxford except as a licensee under this Agreement. Nothing herein shall be deemed to constitute a marketing plan with respect to the Products.

5.2 Oxford shall indemnify and hold Laundry Athletics harmless from and against all claims, demands, damages, costs and expenses, including reasonable attorney's fees, lost profits, and consequential damages, that may be claimed or asserted against Laundry Athletics arising from the sale or leasing of goods under the Mark by Oxford or arising out of any breach of Oxford's warranties, representations and covenants under this Agreement. Nothing in this Agreement prevents each party from participating in the defense of any claim or action in which it is a party, at its own expense through its own counsel.

5.3 With exception to challenges based upon non-use, Oxford agrees that it shall not oppose or object to any use, application to register, or registration of the Mark, or any mark similar thereto, by Laundry Athletics in any jurisdiction throughout the world.

6. Assignments and Sublicenses. Oxford acknowledges and agrees that:

6.1 Subject to the terms and conditions of this Agreement, only Laundry Athletics has the right to license other entities or individuals to use the Mark in any manner whatsoever.

6.2 Oxford shall not, after the date of this Agreement grant to any entity or individual the right to use the Mark in any manner whatsoever or renew any existing license of the Mark unless:

6.2.1 Oxford has previously sought and obtained the written consent of Laundry Athletics to such license. Such consent will only be given in the sole but reasonable discretion of Laundry Athletics; and

6.2.2 the terms of such license include:

6.2.2.1 a term which prevents the licensee from selling the Products in any outlet other than the Permitted Outlets;

6.2.2.2 quality control provisions at least equivalent to those contained within Section 3 of this Agreement; and

6.2.2.3 such other terms as may be required by Laundry Athletics (at its sole but reasonable discretion).

6.3 Oxford shall not and shall ensure that its distributors and sub-licensees do not, after the date of this Agreement, sell the Products to:

6.3.1 menswear boutique stores; or

6.3.2 any retail outlet which sells or proposes to sell products which Laundry Athletics (in its absolute and sole discretion) considers are competitive with Laundry Athletics's SUPERDRY branded products.

6.4 Oxford shall indemnify Laundry Athletics and hold Laundry Athletics harmless from and against all claims, demands, damages, costs and expenses, including reasonable attorney's fees, lost profits, and consequential damages, that may be suffered by or claimed or asserted against Laundry Athletics arising directly or indirectly from any distributor's or sub-licensee's use of the Mark or any act or omission of such distributor or sub-licensee, whether such distributorship agreement or sub-license agreement was entered into before or after the execution of this Agreement.

7. **Consent.**

7.1 In all cases where it is expressly stated that the consent of Laundry Athletics is to be at its "sole but reasonable discretion", it shall be reasonable for Laundry Athletics to withhold its consent if Laundry Athletics considers that the giving of consent may adversely affect:

- 7.1.1 the value (in qualitative or financial terms) to Laundry Athletics of, or the goodwill in, any or all of:
 - 7.1.1.1 the Mark;
 - 7.1.1.2 the SUPER DRY brand;
 - 7.1.1.3 Laundry Athletics's SUPERDRY mark; and
 - 7.1.1.4 Laundry Athletics's SUPERDRY brand; or
- 7.1.2 the distinctiveness of either or both of the Mark and Laundry Athletics's SUPERDRY mark; or
- 7.1.3 the reputation of Laundry Athletics, the SUPER DRY brand or Laundry Athletics's SUPERDRY brand,

provided that the above shall not be an exhaustive list of the circumstances in which it shall be reasonable for Laundry Athletics to withhold its consent.

8. **Severability.** Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions will not be affected by such holding.

9. **Choice of Law.** The validity and effect of this Assignment is governed by and construed in accordance with the laws of the State of Georgia. The parties hereby consent to service of process, personal jurisdiction, and venue in the state and federal courts located in Fulton County in the State of Georgia.

10. **Notice.** Whenever this Assignment permits or requires that notice be given, such notice must be in writing and is deemed given when actually received or five (5) days after having been deposited:

10.1 if to Oxford, in the Royal Mail of the United Kingdom, recorded and signed for, postage prepaid, and addressed to:

Oxford Industries, Inc.
222 Piedmont Avenue
Atlanta, Georgia 30308, USA

10.2 if to Laundry Athletics, in the United States Mail, registered or certified, return receipt requested, postage prepaid, and addressed to:

Laundry Athletics LLP
Unit 60, The Runnings,
Cheltenham, Gloucestershire, GL51 9NW, England

or to such other address as either party shall designate in a notice to the other given as provided herein.

11. **Successors.** All the provisions hereof bind and inure to the benefit of Laundry Athletics, its successors, assigns, and representatives and Oxford, its successors and representatives.

12. **Headings.** Paragraph headings included in this Agreement are for convenience only and are not to affect the interpretation of, or be taken into consideration in interpreting this Agreement.

13. **Incorporation of Exhibits.** Exhibit A is expressly made part of this Agreement, is incorporated by reference, and shall be given the same force and effect as if said Exhibit was included within the body of this Agreement.

14. **Infringement.** Oxford agrees to promptly notify Laundry Athletics of (a) any unauthorized use of the Mark by third parties, and (b) any potential infringement or similar third party claims based on Oxford's use of the Mark, as soon as any such use or claim may come to Oxford's attention. Laundry Athletics shall have the first right and discretion to take action to obtain relief from such unauthorized use or claim, and, at the request and expense of Laundry Athletics, Oxford agrees that it will cooperate with Laundry Athletics in any enforcement or defense action or effort which Laundry Athletics may take to protect or to defend its rights in the Mark and/or Oxford's right to use the Mark under this Agreement. If Laundry Athletics chooses not to take action concerning said potentially infringing use of the Mark, Oxford may then take action on said matter at the sole expense of Oxford.

15. **Waiver; Modification.** No change or modification of this Agreement will be valid or binding on the parties, nor will any waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver is in writing and signed by the parties.

16. **Entire Assignment.** This Assignment contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have entered into this Assignment as of the day and year first above written.

OXFORD INDUSTRIES, INC.

J. Hicks Lanier
(Signature)

Name: ~~J. Hicks Lanier~~ J. Hicks Lanier

Title: ZEO

Date: July 28, 2008

LAUNDRY ATHLETICS LLP

(Signature)

Name: _____

Title: _____

Date: _____

OXFORD INDUSTRIES, INC.

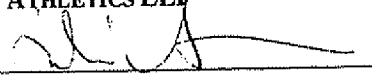
(Signature)

Name: _____

Title: _____

Date: _____

LAUNDRY ATHLETICS LLP



(Signature)

Name: Julian Downington

Title: MEMBER.

Date: _____

EXHIBIT A

TRADEMARK ASSIGNMENT

This Trademark Assignment is furnished by Oxford Industries, Inc., a Georgia corporation having a principal place of business at 222 Piedmont Avenue Atlanta, Georgia 30308 ("ASSIGNOR"), in favor of Laundry Athletics, LLP, a British limited liability partnership having a principal place of business at Unit 60, The Runnings, Cheltenham, Gloucestershire, GL51 9NW ("ASSIGNEE"), pursuant to that certain Trademark Assignment and License Agreement (the "Agreement"), dated of even date herewith, by and between ASSIGNOR and ASSIGNEE.

WHEREAS, ASSIGNOR is the exclusive and record owner of the following Mark and the corresponding United States Trademark Registration and Canadian Trademark Application thereof:

<u>Trademark:</u>	SUPER DRY
<u>U.S. Registration No.:</u>	2,977,647
<u>Registered:</u>	July 26, 2005
<u>Goods and Services:</u>	Men's Shirts

Canadian Application No.: 1,367441

WHEREAS ASSIGNEE is desirous of acquiring the above-identified Mark and the United States Trademark Registration and Canadian Trademark Application thereof, together with the goodwill of the business symbolized thereby, from ASSIGNOR;

NOW THEREFORE, in consideration of the Purchase Price, as defined in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign its entire right, title and interest in and to the Mark and the corresponding United States Trademark Registration and Canadian Trademark Application thereof, together with the goodwill of the ASSIGNOR's business appurtenant to and symbolized by said Mark, Registration and Application, and all rights of action against third parties for past infringement, present infringement and/or future infringement thereof, the same to be held and enjoyed by said ASSIGNEE as fully and entirely as the same would have been held by ASSIGNOR had this assignment not been made.

ASSIGNOR hereby warrants and covenants that it has the full power and authority to convey the rights, title and interests herein assigned to ASSIGNEE, that it has not executed and will not execute any agreement in conflict herewith, and that it will execute any and all other instruments which may be necessary to perfect and evidence ASSIGNEE's ownership of the property and rights herein conveyed.

[Signatures Appear on Next Page]

In Witness Whereof, ASSIGNOR, intending to be legally bound, has caused this Assignment to be executed as of the 28th day of July, 2008.

OXFORD INDUSTRIES, INC.
("ASSIGNOR")

LAUNDRY ATHLETICS, LLP
("ASSIGNEE")

By: J. Hicks Lanier

By: _____

J. Hicks Lanier J. Hicks Lanier

Name: _____

Title: CEO

Title: _____

Date Effective as of: 28th of July, 2008

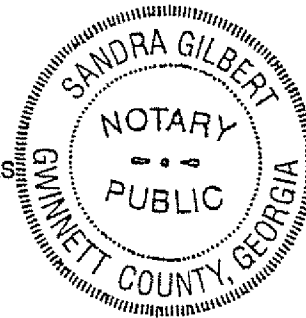
SUBSCRIBED and SWORN to before
me this 24th of July, 2008.

Sandra Gilbert

Notary Public

My Commission Expires: MAY 19, 2010

MY COMMISSION EXPIRES



In Witness Whereof, ASSIGNOR, intending to be legally bound, has caused this Assignment to be executed as of the 28 day of July, 2008.

OXFORD INDUSTRIES, INC.
("ASSIGNOR")

By: _____

Name: _____

Title: _____

LAUNDRY ATHLETICS, LLP
("ASSIGNEE")

By:  _____

Name: JULIAN DUNKERT

Title: MEMBER

Date Effective as of: _____

SUBSCRIBED and SWORN to before
me this _____ of _____, 2008.

Notary Public
My Commission Expires: _____