

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
International Brand Licensing AG		01/20/2011	COMPANY: SWITZERLAND

**RECEIVING PARTY DATA**

<b>Name:</b>	Admiral Sportswear LLC
<b>Street Address:</b>	9595 Collins Avenue
<b>City:</b>	Surfside
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33154
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2185151	ADMIRAL
Registration Number:	1509286	ADMIRAL
Registration Number:	1706859	ADMIRAL
Registration Number:	3459917	ADMIRAL
Registration Number:	3726937	ADMIRAL
Registration Number:	1733159	ADMIRAL
Serial Number:	75983554	ADMIRAL
Registration Number:	3741426	ADMIRAL
Registration Number:	1404944	
Registration Number:	1063895	ADMIRAL

**CORRESPONDENCE DATA**

Fax Number: (845)359-7798  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (845) 359-7700

**900192658**

**TRADEMARK  
 REEL: 004547 FRAME: 0282**

**OP \$265.00 2185151**

Email: anotaro@notaromichalos.com  
Correspondent Name: Angelo Notaro  
Address Line 1: Notaro, Michalos & Zaccaria P.C.  
Address Line 2: 100 Dutch Hill Road  
Address Line 4: Orangeburg, NEW YORK 10962

ATTORNEY DOCKET NUMBER:	J318-302
NAME OF SUBMITTER:	Angelo Notaro
Signature:	/J318-302-AN-DF/
Date:	05/24/2011

**Total Attachments: 7**

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**DATED** January 20, 2011

**INTERNATIONAL BRAND LICENSING AG (1)**

**and**

**ADMIRAL SPORTSWEAR LLC (2)**

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**TRADE MARK ASSIGNMENT**

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**MEMERY CRYSTAL LLP**

44 Southampton Buildings

London WC2A 1AP

Tel: +44 (0)20 7242 5905

Fax: +44 (0)20 7242 2058

Ref: SXS/2132607

**THIS DEED OF ASSIGNMENT** is made on January 20, 2011

**BETWEEN:**

- (1) **INTERNATIONAL BRAND LICENSING AG**, a company incorporated under the laws of Switzerland with company number CH-350-3006520-5 and whose registered office is at Rue du Petit-Chene 38, 1003 Lausanne, Switzerland ("**Assignor**"); and
- (2) **ADMIRAL SPORTSWEAR LLC**, a company incorporated in Delaware with Delaware State file number 49125-30 and whose registered office is at 9595 Collins Avenue, Surfside, Florida, 33154 USA ("**Assignee**").

**IT IS AGREED** as follows:

**1. Definitions**

The following definitions apply in this Deed:

**"Goods"** those goods in respect of which trade mark applications and registrations have been made for the Trade Marks in the Territory;

**"Territory"** United States of America;

**"Trade Marks"**

- (i) the local trade mark registrations and applications owned by the Assignor in respect of the "Admiral" brand brief details of which are set out in Appendix 1 to this Deed;
- (ii) all and any unregistered trade marks, goodwill, business goodwill and/or equivalent rights in the "Admiral" brand (as represented by the trade marks recognised in the Territory); and
- (iii) the right of the Assignee to bring proceedings against any third party in respect of infringement of the trade mark rights and goodwill referred to in (i) and (ii) above.

2. **Assignment**

2.1 In consideration of the Assignee's undertaking in Clause 3, the Assignor assigns to the Assignee with full title guarantee all right, title and interest of the Assignor in and to the Trade Marks subsisting under the laws of the jurisdiction of the Territory including (without limitation) the right to institute and maintain proceedings for trade mark infringement and/or passing off (or equivalent proceedings according to the law of the Territory) against any person wrongfully using such Trade Marks **TO HOLD** the same for the Assignee, its successors and assignees absolutely throughout the Territory. The Assignor declares its consent to the registration of the transfer of the above mentioned Trade Mark registrations in the relevant trade mark registers. The registration of this transfer shall be effected by the Assignee at the Assignee's cost and expense.

2.2 The Assignor undertakes at the request and cost of the Assignee (save as to the Assignor's legal and other professional fees for which the Assignor shall remain responsible) to do any and all acts and execute any and all documents in such manner and at such locations as may reasonably be required by the Assignee in order to perfect the rights assigned to the Assignee pursuant to this Deed.

2.3 To the extent and for so long as the Assignee is unable (having used all reasonable endeavours) to secure the registration in the name of the Assignee of the Trade Marks in the Territory by any trade mark registry in which such Trade Marks are registered and/or applied for at the date of this Deed, the Assignor shall give reasonable assistance to the Assignee to enable it to enforce the rights in respect of the Trade Marks in the Territories provided that the Assignee shall indemnify and keep indemnified the Assignor from and against all proper costs and expenses and liabilities approved by the Assignee in writing and reasonably and properly incurred by the Assignor for such purpose, save where such inability to register the assignment of the Trade Marks is attributable to the Assignor's failure or omission in which case the Assignor shall provide such assistance at its own cost and expense.

3. **The Assignee's Undertakings**

3.1 The Assignee accepts the assignment and hereby pays to the Assignor the sum of £1 (one pound) in consideration of the assignment in Clause 2.1, receipt of which sum is hereby acknowledged by the Assignor.

3.2 It is expressly agreed that the Assignee has no other obligation except as stated in any other agreement.

4. **Governing Law and Jurisdiction**

This Assignment shall be governed by and construed in accordance with English law

and the parties submit to the non-exclusive jurisdiction of the English courts.

**THIS DEED** of Assignment has been duly executed and unconditionally delivered by and on behalf of the parties on the date first above written.

**APPENDIX 1**  
**The Trade Marks**

<b>Trade Mark</b>	<b>Case Number</b>	<b>Country</b>	<b>Class Number</b>	<b>Current Registration Number</b>
ADMIRAL	3156-US-18-A-1	United States	18, 25	2185151
ADMIRAL	3156-US-25-A-1	United States	25	1509286
ADMIRAL	3156-US-25-A-3	United States	25	1706859
ADMIRAL	3156-US-3-A	United States	3, 9,16,18,28	3459917
ADMIRAL & logo	3156-US-3-B	United States	3, 9,14,16,18,25,28	3726937
ADMIRAL & logo (fig.)	3156-US-25-B	United States	25, 28	1733159
ADMIRAL & logo (fig.)	3156-US-3-BB	United States	3,14,16,18,25,28	Pending
ADMIRAL & logo (fig.)	3156-US-9-BB	United States	9	3741426
Admiral AQUA-Logo (fig.)	3156-US-9-AQUA	United States	9,25,28	3179586
Admiral CRICKET-Logo (fig.)	3156-US-25-CRICK	United States	25, 28	3170812
Admiral FOOTBALL-Logo (fig.)	3156-US-25-FOOT	United States	25,28	3170813

Admiral GOLF-Logo (fig.)	3156-US-25-GOLF	United States	25,28	3170814
Admiral RUGBY-Logo (fig.)	3156-US-25-RUGB	United States	25,28	3170815
RANK STRIPES (logo stretched)	3156-US-25-F	United States	25,28	2639033 (expired)
RANK STRIPES (logo stretched)	3156-US-25-F1	United States	25,28	Pending
RANK STRIPES (logo stretched)	3156-US-25-F-2	United States	25	3752599
Rank Stripes Logo (black on wh	3156-US-18-CB	United States	18,25,28	1404944
ADMIRAL		United States	18	1063895



**EXECUTED** and **DELIVERED** as a Deed  
on behalf of  
**INTERNATIONAL BRAND LICENSING AG**,  
a company incorporated in Switzerland, by  
**PAUL FOULGER**, being the person who,  
in accordance with the laws of that territory,  
is/are acting under the authority of that company.

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Paul Foulger, Director

**EXECUTED** and **DELIVERED** as a Deed  
in the name and on behalf of  
**ADMIRAL SPORTSWEAR LLC**  
by **SAMANTHA JANE LIVESEY**, Assistant  
Secretary of **ADMIRAL SPORTSWEAR LLC**

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Samantha Jane Livesey

in the presence of:

Witness Signature

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Witness Name:

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AMY CHANDLER

Witness Address:

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13 Cambridge Road

)

Stockport

)

SK4 4QW

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Witness Occupation:

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Solicitor