

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jones & Mitchell Sportswear, Inc.		07/01/2011	CORPORATION: KANSAS
RECEIVING PARTY DATA			
Name:	Boxercraft Incorporated		
Street Address:	633 Chestnut Street, Suite 1640 Republic Centre		
Internal Address:	c/o River Associates Investments, LLC		
City:	Chattanooga		
State/Country:	TENNESSEE		
Postal Code:	37450		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2106279	JONES & MITCHELL	
Registration Number:	3575862	FOREVER FABULOUS	
Registration Number:	3901685	PLAYING THE FIELD	
Registration Number:	3716691		
CORRESPONDENCE DATA			
Fax Number:	(423)785-8480		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4237858295		
Email:	pliner@millermartin.com		
Correspondent Name:	Patricia P. Liner		
Address Line 1:	832 Georgia Avenue		
Address Line 2:	Suite 1000 Volunteer Building		
Address Line 4:	Chattanooga, TENNESSEE 37402-2289		
ATTORNEY DOCKET NUMBER:	16546-0044		

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**TRADEMARK
 REEL: 004576 FRAME: 0149**

NAME OF SUBMITTER:	Patricia P. Liner
Signature:	/Patricia P. Liner/
Date:	07/06/2011
Total Attachments: 4 source=Jones&Mitchell Assignment#page1.tif source=Jones&Mitchell Assignment#page2.tif source=Jones&Mitchell Assignment#page3.tif source=Jones&Mitchell Assignment#page4.tif	

**TRADEMARK AND DOMAIN
NAME ASSIGNMENT AGREEMENT**

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Agreement"), is dated as of July 1, 2011 (the "Effective Date"), and is entered into by and between JONES & MITCHELL SPORTSWEAR, INC., a corporation organized under the laws of the State of Kansas, with its principal place of business at 11880 College Blvd Suite A, Overland Park, KS 66213 ("ASSIGNOR"), in favor of BOXERCRAFT INCORPORATED, a corporation incorporated under the laws of the State of Georgia, with its principal place of business c/o River Associates Investments, LLC, at Suite 1640, Republic Centre, 633 Chestnut Street, Chattanooga, TN 37450 ("ASSIGNEE").

RECITALS

WHEREAS, ASSIGNOR and ASSIGNEE entered into a certain Asset Purchase Agreement (the "Purchase Agreement"), dated July 1, 2011, pursuant to which ASSIGNEE agreed to purchase certain assets from ASSIGNOR, including all of ASSIGNOR's right, title and interest in and to the trademarks listed on the attached Schedule A (collectively, the "Trademarks") and the Internet domain names listed on the attached Schedule A (collectively, the "Domain Names"), and ASSIGNOR agreed to transfer such Trademarks and Domain Names to ASSIGNEE; and

WHEREAS, in accordance with the Purchase Agreement, ASSIGNOR and ASSIGNEE desire to enter into this Agreement to provide for the assignment to ASSIGNEE of all of ASSIGNOR's right, title and interest in and to the Trademarks and the Domain Names, all applications and registrations pertaining thereto, all common law rights associated therewith, along with the goodwill of the business connected with the use of and symbolized thereby;

NOW, THEREFORE, in consideration of the mutual promises set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Assignment of Trademarks and Domain Names.

(a) Trademarks. ASSIGNOR hereby transfers, assigns and conveys unto ASSIGNEE, its successors and assigns, all of ASSIGNOR's right, title and interest in and to the Trademarks, including all trademark applications and registrations therefor, together with the goodwill of the business connected with the use of and symbolized by the Trademarks, including, but not limited to: (a) renewals thereof; (b) all income, royalties, damages and payments hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for future infringements thereof; and (c) the right to sue for past, present or future infringement thereof.

(b) Domain Names. ASSIGNOR hereby transfers, assigns and conveys unto ASSIGNEE, all of ASSIGNOR's right, title and interest in and to the Domain Names and the corresponding registrations.

(c) Authorization to Record. ASSIGNOR authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any appropriate official of any country or countries whose duty it is to issue trademark registrations or other evidence or forms of industrial property protection on applications as aforesaid, as well as the appropriate domain name registrar, to issue the same to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this Agreement. Where the law requires entry into a registry as a condition for acquiring rights, ASSIGNOR shall fully cooperate and carry out all necessary actions for such entry. ASSIGNOR hereby grants a power of attorney to ASSIGNEE to take all action required for the entry of ASSIGNEE as the owner of the Trademarks and as the holder of Domain Names to the pertinent trademark and domain name registries. The ASSIGNEE may empower third party/third parties to perform acts on behalf of the ASSIGNOR and thus on behalf of the ASSIGNEE to the full extent of this power of attorney. The rights of ASSIGNEE to use the Trademarks and Domain Names between the Effective Date and the date of such entry into a registry shall not be affected.

(d) Further Assurances. ASSIGNOR does hereby covenant and agree that it will from time to time, if requested by ASSIGNEE, do, execute, acknowledge and deliver, or cause to be done, executed and delivered to ASSIGNEE, at ASSIGNEE's expense, any further transfers, assignments, and other appropriate documents, that may be necessary to carry out the intent hereof and to vest in ASSIGNEE ASSIGNOR's entire right, title and interest in and to the Trademarks and the Domain Names. Assignee shall be responsible for any filings, fees or other expenses that may arise in connection with this Trademark and Domain Name Assignment, including any filings, fees and expenses required to record and perfect this Trademark Assignment in the United States Patent and Trademark Office or any other applicable office or domain name registrar.

2. Miscellaneous.


(a) Purchase Agreement. This Trademark and Domain Name Assignment is subject to and shall be governed by the provisions of the Purchase Agreement. Notwithstanding anything herein, this Trademark Assignment will not become effective unless and until the Closing occurs. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement.

(b) Counterparts. This Agreement may be executed in any number of counterparts, including counterparts transmitted by facsimile or electronic transmission, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

* * *

Trademarks

U.S. Registered Trademarks

Mark	Jurisdiction	Reg. No.	Reg. Date
JONES & MITCHELL	U.S.	2,106,279	October 21, 1997
FOREVER FABULOUS	U.S.	3,575,862	February 17, 2009
PLAYING THE FIELD	U.S.	3,901,685	January 4, 2011
	U.S.	3,716,691	November 24, 2009

Domain Names

Domain Name	Registrar
www.jonesmitchell.com	GODADDY.COM, INC.