

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Russell-Newman, Inc.		10/28/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Delta Galil USA Inc.		
<b>Street Address:</b>	150 Meadowland Parkway		
<b>City:</b>	Secaucus		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07094		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1253822	BABYGRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)798-6902		
<b>Phone:</b>	212-326-0831		
<b>Email:</b>	mshine@pryorcashman.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Teresa Lee		
<b>Address Line 1:</b>	c/o Pryor Cashman LLP, 7 Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	09254.01		
<b>NAME OF SUBMITTER:</b>	Teresa Lee		
<b>Signature:</b>	/tlee/		
<b>Date:</b>	11/10/2011		

CH \$40.00 1253822

**Total Attachments: 5**

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## ASSIGNMENT OF TRADEMARK

This Assignment (hereinafter "Agreement") is made and entered into effective as of October 29, 2011 by and between Russell-Newman, Inc., a corporation of Delaware, with a place of business at 600 North Loop 288, Denton, Texas 76209 (hereinafter "Assignor"), on the one hand, and Delta Galil USA Inc., a corporation of Delaware, with a place of business at 150 Meadowland Parkway, Secaucus, New Jersey 07094 (hereinafter "Assignee"), on the other hand.

**WHEREAS**, Assignor owns trademark registrations for the mark BABYGRO® (hereinafter "Mark") and owns the registrations for such Mark set forth under Schedules A and B attached hereto (collectively, the "Registrations") (the Registrations and Mark are hereinafter collectively referred to as the "Property");

**WHEREAS**, Assignee wishes to acquire from Assignor all of its right, title and interest in, to and under such Property;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably and forever assigns, transfers, conveys and grants to Assignee, its successors, assigns and legal representatives, free and clear of all known liens and encumbrances (other than liens granted in connection with lending arrangements with The CIT Group/Commercial Services, Inc. and Plainfield Specialty Holdings II Inc. (the "Lender Liens")), Assignor's entire right, title and interest in and to such Property throughout the world in perpetuity, together with the goodwill associated therewith and that part of the Assignor's business connected with the use thereof and symbolized thereby, and any and all of Assignor's other rights, privileges and priorities provided under state and federal law of the United States, and under the laws of any and all foreign jurisdictions with respect to the Property, including without limitation, Assignor's common law rights and rights under the laws of unfair competition, Assignor's rights to income, royalties and payments now or hereafter due or payable in respect of the Property, and any and all rights of action at law and suits in equity to sue, counterclaim and recover for past, present and future infringements of the Property currently known to Assignor as of the date hereof or that may become known after the date of this Agreement (the "Transferred Rights"), and any

and all of Assignor's rights to obtain renewals, reissues, and extensions for such Property of such Property throughout the world, or other legal protections pertaining to the Transferred Rights;

**AND**, Assignor hereby further covenants and agrees that Assignor will, without further consideration but at the expense of Assignee, communicate with Assignee, its successors and assigns, any facts known to Assignor respecting the Property, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Property in said Assignee, its successors and assigns, and generally do everything reasonably requested by Assignee to aid Assignee, its successors and assigns, to obtain and enforce proper trademark protection for the Property in the United States and any foreign country, it being understood that any expense incident to any of the foregoing shall be borne by Assignee, its successors and assigns;

**AND**, Assignor hereby covenants that Assignor has the full right to convey the interest assigned by this Agreement and, other than the Lender Liens which, to Assignor's knowledge, are being released pursuant to Trademark Releases dated as of the date hereof, has not conveyed any interest in or right to the Property to any third party;


**AND**, Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of the Property, as fully and entirely as the same would have been held and enjoyed by Assignor had this Agreement not been made;

**AND**, Assignor shall, in each case without further consideration but at the expense of Assignee, comply with all reasonable requests by Assignee, to execute promptly any additional documents and to take promptly any further action necessary or desirable to vest good, valid and marketable title in and to the Property in Assignee.

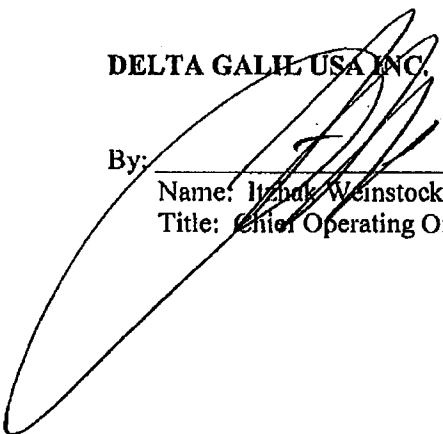
[Signature page follows, remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has duly executed this Agreement  
on the date first above written.

RUSSELL-NEWMAN, INC.

By:   
Name: Eric Hamburg  
Title: Chairman

DELTA GALIL USA INC.

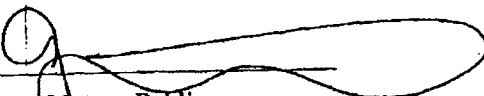
By:   
Name: Itzhak Weinstock  
Title: Chief Operating Officer

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TRADEMARK  
REEL: 004659 FRAME: 0420

State of Connecticut )  
 ) SS:  
County of Fairfield )


On this 28<sup>th</sup> day of October, 2011, before me personally appeared Eric Hamburg, who acknowledged under oath, to my satisfaction, that he signed and delivered the attached instrument as Chairman of Russell-Newman, Inc., a Delaware corporation, that he is authorized by the board of directors of such company to sign and deliver this instrument on behalf of the company; and that he executed the same for the uses and purposes therein set forth.

  
Notary Public

GARY GONZALEZ  
Notary Public - Connecticut  
my Commission Expires 09/30/2015

State of New York )  
 ) SS:  
County of New York )

On this 3<sup>rd</sup> day of ~~October~~ <sup>November</sup>, 2011, before me personally appeared Itzhak Weinstock, who acknowledged under oath, to my satisfaction, that he signed and delivered the attached instrument as Chief Operating Officer of Delta Galil USA Inc., a Delaware corporation, that he is authorized by the board of directors of the corporation to sign and deliver this instrument on behalf of the corporation; and that he executed the same for the uses and purposes therein set forth.

  
Notary Public

STEVEN M. GENSER  
Notary Public, State of New York  
No. 02GE5003956  
Qualified in New York County  
Commission Expires Nov. 9, 2014

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Schedule A

**United States**

<u>Mark</u>	<u>Appl. Ser. No.</u>	<u>Reg. No.</u>
BABYGRO®	73/316,034	1,253,822

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