

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
Sock and Accessory Brands Global, L.L.C.		11/30/2011	LIMITED LIABILITY COMPANY: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Accessory Brands, Inc.
Street Address:	140 Lionheart Drive
City:	Mocksville
State/Country:	NORTH CAROLINA
Postal Code:	27028
Entity Type:	CORPORATION: NORTH CAROLINA

Name:	Remcorp, Inc.
Street Address:	140 Lionheart Drive
City:	Mocksville
State/Country:	NORTH CAROLINA
Postal Code:	27028
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2015944	SOCK CONSTRUCTION COMPANY
Registration Number:	2942920	FIDDLESTICKS
Registration Number:	3346088	GAME SPORT
Registration Number:	3644645	DOCTOR'S CHOICE
Registration Number:	3926910	SMART FEET
Registration Number:	4026463	SMART FEET
Registration Number:	3862652	LACE 'EMS

900208306

**TRADEMARK
 REEL: 004669 FRAME: 0363**

CH \$340.00 2015944

Registration Number:	3884033	LA DE DA
Registration Number:	4051073	ULTRA THINS
Serial Number:	85128328	WE WILL IMPRESS YOUR SOCKS OFF!!!
Serial Number:	85211016	MIX 'EM
Serial Number:	85215569	MIXAROOS
Serial Number:	85260532	LAKE SHORE BAY

CORRESPONDENCE DATA

Fax Number: (248)566-8531
Phone: 248-566-8530
Email: tmdocketing@honigman.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Honigman Miller Schwartz and Cohn LLP
Address Line 1: 39400 Woodward Avenue, Suite 101
Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER:	205219-316637
NAME OF SUBMITTER:	Julie E. Kretzschmer
Signature:	/Julie E. Kretzschmer/
Date:	12/01/2011

Total Attachments: 5
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), is made as of November 30, 2011, by and among Sock and Accessory Brands Global, L.L.C., a North Carolina limited liability company (the "Assignor"), Accessory Brands, Inc., a North Carolina corporation ("Accessory Brands"), and Remcorp, Inc., a Pennsylvania corporation ("Remcorp"), and together, with Accessory Brands, collectively, the "Assignees" and individually, an "Assignee").

Recitals

A. The Assignees are the holders of all of the issued and outstanding units of the Assignor.

B. The Assignees, Argyle Holdings, Inc., a Delaware corporation, Sock and Accessory Brands Global, Inc., a Delaware corporation, and for the limited purposes set forth therein, Jeffery W. Arnold and Ronald E. Moore, are parties to an Acquisition Agreement dated as of the date hereof (the "Acquisition Agreement"), pursuant to which the Assignees have agreed to cause the Assignor to liquidate (the "Liquidation") and distribute an undivided interest in the Assignor's assets, and the Assignors have agreed to assume the liabilities of the Assignee, each in proportion to their respective capital account balances in the Company.

C. This Agreement is being executed and delivered in connection with the Plan of Liquidation duly adopted and approved by the Assignees for the purpose of effectuating the Liquidation.

NOW, THEREFORE, the parties agree as follows:

1. **Acquired IP.** The Assignor hereby irrevocably distributes, assigns, conveys, grants and transfers to (i) Accessory Brands, a 57.36% undivided interest, and (ii) Remcorp, a 42.64% undivided interest, in and to all of the Assignors' right, title and interest, of whatever kind, throughout the world, in and to the Assignor's intellectual property, including more specifically, but without limitation, (a) any and all of the Assignors' trademarks, service marks, trade names, domain names and all applications therefore (the "Marks"), together with all of the goodwill associated with and symbolized by the Marks, including any applications, registrations, renewals and extensions thereof for the Marks, including as further detailed in the attached Exhibit A, (b) any and all worldwide patent rights and rights of similar nature (the "Patents"), including as further detailed in the attached Exhibit B, together with the Assignor's entire right, title and interest in and to the inventions claimed in the Patents, including the right to file foreign patent applications corresponding to such Patents, and the right to claim the priority date of said Patents and any legal equivalents thereof, and any and all corresponding patents and patent applications in the United States of America and any foreign country which have been or may be granted therefor and thereon, and to any and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such patents, the same to be held and enjoyed by the Assignees, as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not been made, and (c) all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States of America or any foreign country, now or hereafter in effect.

2. **Rights.** The foregoing assignments all include rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith. In addition, the Assignor agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by the Assignees of the Marks listed above, or assist any third party in any of the foregoing.

3. **Further Assurances.** The Assignor will promptly take such action, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by the Assignees to vest, secure, and perfect, the rights and interests of the Assignees in and to the Marks assigned herein.

4. **Amendment.** This Agreement may not be amended, modified, waived, or terminated except in a writing signed the Assignor, on the one hand, and the Assignees, on the other hand.

5. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of North Carolina, without giving effect to the choice of law principles thereof or of any other jurisdiction.

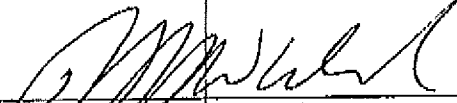
7. **Execution.** This Agreement may be executed by facsimile, scanned and emailed or other electronic signatures and in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Assignment of Intellectual Property to be duly executed as of the date first written above.


ASSIGNOR:

SOCK AND ACCESSORY BRANDS GLOBAL,
L.L.C.


By: 
Name: Jeffrey W. Arnold
Title: Manager

ASSIGNEES:

ACCESSORY BRANDS, INC.

By: 
Name: Jeffrey W. Arnold
Title: President

REMCORP, INC.

By: 
Name: Ronald R. Moore
Title: President

[Signature Page to Intellectual Property Assignment]

EXHIBIT A

Marks

Registered Mark Name	Registration No.
SOCK CONSTRUCTION COMPANY	2,015,944
FIDDLESTICKS	2,942,920
GAME SPORT	3,346,088
DOCTOR'S CHOICE	3,644,645
SMART FEET	3,926,910
SMART FEET	4,026,463
LACE 'EMS	3,862,652
LA DE DA	3,884,033
ULTRA THINS	4,051,073
GAME SPORT	TMA754,311 (Canada)

Pending Mark Name	Serial Number
WE WILL IMPRESS YOUR SOCKS OFF!!!	85,128,328
MIX 'EM	85,211,016
MIXAROOS	85,215,569
LAKE SHORE BAY	85,260,532

EXHIBIT B

Patents

Patent Name	U.S. Patent No.
SPORTS BAG WITH SIMULATED SPORTS JERSEY	D-516,308
SPORTS BAG WITH SIMULATED JACKET AND HOOD	D-523,633
AIR FRESHENER WITH SHAPE OF BASKETBALL JERSEY	D-514,681