

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
Accessory Brands, Inc.		11/30/2011	CORPORATION: NORTH CAROLINA
Remcorp, Inc.		11/30/2011	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

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

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
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

TRADEMARK

900208342

REEL: 004669 FRAME: 0579

CH \$340.00 2015944

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: 6
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), is made as of November 30, 2011, among Accessory Brands, Inc., a North Carolina corporation ("Accessory Brands"), Remcorp, Inc., a Pennsylvania corporation ("Remcorp", and together with Accessory Brands, collectively, the "Assignors") and Sock and Accessory Brands Global, Inc., a Delaware corporation ("Assignee"). Capitalized terms not otherwise defined in this Agreement will have the meanings given to them in the Acquisition Agreement (as defined in Recital B below).

Recitals

A. The Assignors own all of the issued and outstanding equity interests in Sock and Accessory Brands Global, L.L.C., a North Carolina limited liability company ("SABG").

B. Immediately prior to the execution of the Acquisition Agreement, dated as of the date hereof, among the Assignors, the Assignee and Argyle Holdings, Inc., a Delaware corporation (the "Acquisition Agreement"), the Assignors caused SABG to liquidate and distribute an undivided interest in the Acquired Assets, including SABG's Intellectual Property (the "Acquired IP"), to each Assignor in accordance with each Assignor's Pro Rata Share and each Assignor assumed such Assignor's Pro Rata Share of the Assumed Liabilities.

C. Pursuant to the Acquisition Agreement, the Assignors have agreed, among other things, to assign to Assignee all of the Assignors' rights, title and interests in and to the Acquired IP, subject to the terms and conditions of the Acquisition Agreement.

D. Pursuant to that certain Intellectual Property Assignment, dated as of the date hereof, by and among SABG and the Assignors, SABG distributed an undivided interest in the Acquired IP to each Assignor in accordance with each Assignor's Pro Rata Share.

E. The Assignors and Assignee desire to effect the assignment of the Acquired IP to Assignee, with Assignors assigning all such Acquired IP to Assignee, and Assignee accepting all such Acquired IP as set forth below.

NOW, THEREFORE, for the consideration described in the Acquisition Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Acquired IP.** Assignors hereby irrevocably sell, assign, convey, grant and transfer to Assignee, and its successors and assigns, all of Assignors' right, title and interest, of whatever kind, throughout the world, in and to the Acquired IP, including more specifically, but without limitation, (a) any and all of 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 their 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 Assignee, as fully and entirely as the same would have been held and enjoyed by Assignors had this assignment and sale 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, Assignors agree that they shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by Assignee of the Marks listed above, or assist any third party in any of the foregoing.

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

4. **Conflict With Acquisition Agreement.** This Assignment is executed and delivered pursuant to the Acquisition Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Acquisition Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Acquisition Agreement, the terms and conditions of the Acquisition Agreement shall govern, supersede and prevail.

5. **Recordation.** The Assignors hereby authorize the Commissioner of Trademarks of the U.S. Patent and Trademark Office and any other appropriate national, federal and state government officials, to record this Assignment upon request by Assignee and to issue one or more new certificates of registration in Assignee's name.

6. **Amendment.** This Agreement may not be amended, modified, waived, or terminated except in a writing signed by Assignors, on the one hand, and Assignee, on the other hand.

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


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

9. **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.

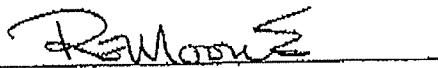
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment to be duly executed as of the date first written above.

ASSIGNORS:

ACCESSORY BRANDS, INC.

By: 
Name: Jeffery W. Arnold
Title: President

REMCORP, INC.

By: 
Name: Ronald R. Moore
Title: President

ASSIGNEE:

SOCK AND ACCESSORY BRANDS GLOBAL,
INC.

By: _____
Name: Michael R. Beauregard
Title: Vice-President

[Signature Page to Intellectual Property Assignment]

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ASSIGNORS:

ACCESSORY BRANDS, INC.

By: _____
Name: Jeffery W. Arnold
Title: President

REMCORP, INC.

By: _____
Name: Ronald R. Moore
Title: President

ASSIGNEE:

SOCK AND ACCESSORY BRANDS GLOBAL,
INC.

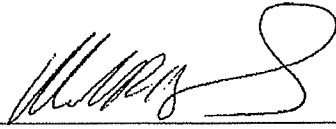
By:  _____
Name: Michael R. Beauregard
Title: Vice-President

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

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