

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
Michael O'Brien		05/09/2012	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Shirts of the World, LLC		
Street Address:	P.O. Box 4099		
City:	Huntington		
State/Country:	NEW YORK		
Postal Code:	11743		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85391361		
CORRESPONDENCE DATA			
Fax Number:	6315013526		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6315015700		
Email:	docket@cdfslaw.com		
Correspondent Name:	Carter, DeLuca, Farrell & Schmidt, LLP		
Address Line 1:	445 Broad Hollow Rd.		
Address Line 2:	Suite 420		
Address Line 4:	Melville, NEW YORK 11747		
ATTORNEY DOCKET NUMBER:	1971-2		
NAME OF SUBMITTER:	James J. Wiltzius		
Signature:	/james j. wiltzius/		

Date:

05/11/2012

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Agreement"), having an Effective Date of 5/4/2012 (the "Effective Date"), is made between Michael O'Brien, an individual with an address at 900 N. Randolph St, Apt 917, Arlington, VA 22203, ("Assignor"), and Shirts of the World, LLC, a New York Limited Liability Company, having a principal place of business at P.O. Box 4099, Huntington, New York ("Assignee");

WHEREAS, Assignor has adopted, owns, is using and/or intends to use the trademarks listed in Appendix A (together hereinafter referred to as the "Marks") in connection with the goods/services listed in Appendix A:

WHEREAS, Assignor filed the marks for registration on the Principal Trademark Register of the United States Patent and Trademark Office in connection with the goods and services listed in Appendix A;

WHEREAS, Assignor desires to assign to Assignee the Assignor's entire right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignee is assuming all the liabilities of Assignor, upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. As used in this Agreement, the following terms have the meanings set forth, or incorporated by reference, in this Agreement:

"Agreement" is defined in the introductory paragraph.

"Effective Date" is defined in the introductory paragraph.

"Marks" is defined in the second paragraph and includes any other intangible rights of attribution or association recognized in any jurisdiction anywhere in the world.

2. Assignment. WHEREAS, Assignor hereby conveys and assigns to Assignee, and the successors, assigns and legal representatives of the Assignee, and Assignee hereby accepts from Assignor, Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, including the right to sue for present, past and future infringement, in the United States, its territorial possessions, and in all foreign countries, including all treaty and convention rights in and to the Marks.

3. **Representations and Warranties.** WHEREAS, Assignor represents and warrants that:

(i) Assignor believes he owns the entire right, title and interest in and to the Marks;

(ii) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Marks to any other person or entity;

(iii) there are no liens or security interests against the Marks;

(iv) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

(v) execution of this Agreement and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

Now, therefore, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee its entire right, title, interest in and to the Marks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Marks (including, without limitation, the right to renew any registrations included in the Marks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Marks, and any priority right that may arise from the Marks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registration and/or applications for registration set forth herein to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's entire right, title and interest in and to the Marks.

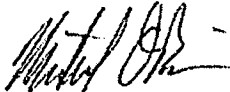
4. **Acceptance and Assumption.** Assignee hereby accepts such sale, transfer, conveyance, assignment and delivery of Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks and agrees to assume, pay, perform, discharge, indemnify, and hold Assignor harmless against all debts, obligations and liabilities, contracts and obligations of every kind, character or description of Assignor, whether known or unknown, accrued, absolute, contingent or otherwise (the "Assumed Liabilities").

5. **Effective Time.** The assignment by Assignor to Assignee of its entire right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks and the acceptance of the Assumed Liabilities by Assignee, all pursuant to this Agreement, shall be effective as of the date hereof.

6. Governing Law. This Agreement shall be governed by the laws of the State of New York, without regard to the principles of conflicts of law thereof.

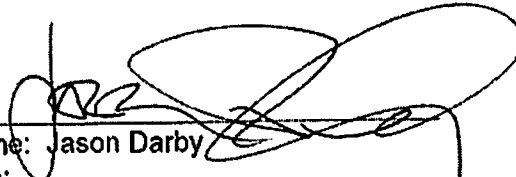
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first set forth above.

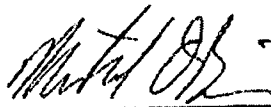
ASSIGNOR:

By: 
Name: Michael O'Brien

ASSIGNEE:

Shirts of the World, LLC

By: 
Name: Jason Darby
Title:

By: 
Name: Michael O'Brien
Title:

APPENDIX A

<u>Application Serial No./ Registration No.</u>	<u>Filing Date/ Registration Date</u>	<u>Trademark</u>	<u>Goods/Services</u>
85391361	August 6, 2011	Stylized Design	IC 025, US 022 039. G & S Clothing, namely, tops, bottoms, golf shirts, hats, jackets, pants, shirts, shorts.