

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|---|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ADS Properties LLC | | 03/12/2007 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | MMI-IPCO, LLC | | |
| Street Address: | 46 Stafford Street | | |
| Internal Address: | P.O. Box 809 | | |
| City: | Lawrence | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 01842 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2982559 | POLARTEC THERMAL-FR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6172613175 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | 6172613100 | | |
| Email: | tmboston@klgates.com | | |
| Correspondent Name: | K&L Gates LLP Attn: Phi Lan Tinsley | | |
| Address Line 1: | State Street Financial Center | | |
| Address Line 2: | One Lincoln Street | | |
| Address Line 4: | Boston, MASSACHUSETTS 02111 | | |
| ATTORNEY DOCKET NUMBER: | MMI-702 | | |
| NAME OF SUBMITTER: | Phi Lan Tinsley | | |

OP \$40.00 2982559

| | |
|---|------------------|
| Signature: | /philan tinsley/ |
| Date: | 09/24/2012 |
| Total Attachments: 7 source=Assignment from ADS Properties LLC to MMI-IPCO LLC[1]#page1.tif source=Assignment from ADS Properties LLC to MMI-IPCO LLC[1]#page2.tif source=Assignment from ADS Properties LLC to MMI-IPCO LLC[1]#page3.tif source=Assignment from ADS Properties LLC to MMI-IPCO LLC[1]#page4.tif source=Assignment from ADS Properties LLC to MMI-IPCO LLC[1]#page5.tif source=Assignment from ADS Properties LLC to MMI-IPCO LLC[1]#page6.tif source=Assignment from ADS Properties LLC to MMI-IPCO LLC[1]#page7.tif | |

TRADEMARK ASSIGNMENT

WHEREAS, ADS Properties LLC a limited liability company organized and existing under the laws of the state of Delaware, (hereinafter referred to as "Assignor") owns, or has valid title and interest in and to the trademarks identified on **Schedule A**, attached hereto and made a part hereof, except as otherwise expressly set forth in Schedules 6.9(a) – 6.9(g) of the Agreement (as hereinafter defined).

WHEREAS, MMI-IPCO, LLC, a Delaware limited liability company having a principal place of business at 46 Stafford Street, P.O. Box 809, Lawrence, Massachusetts 01842 (hereinafter referred to as "Assignee") desires to acquire the entire right, title and interest in and to said trademarks, applications and registrations (hereinafter referred to as "Trademarks"), and the assets of the business and the good will of the business in connection with which the aforesaid Trademarks have been used or intend to be used; and

WHEREAS, on January 24, 2007, Assignor and Assignee, and Chrysalis Capital Partners, LP, in its capacity as guarantor, entered into an Asset Purchase Agreement (the "Agreement"); and

WHEREAS Assignor acknowledges and agrees that it shall execute all such other documents, and take all such further actions, as the Assignee may reasonably request in order to effectuate the terms and purposes of this Assignment, in accordance with Section 2.7(c) of the Agreement; and

WHEREAS Assignor does hereby constitute and appoint Assignee, its successors and assigns, as the Assignor's true and lawful attorney, with full power of substitution, for Assignor and in its place and stead or otherwise, by and on behalf of and for the benefit of Assignee, its successors and assigns, to execute all such other documents, take all such further actions and from time to time to institute and prosecute in its name or otherwise, for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors or assigns shall deem advisable in connection with the Trademarks identified on **Schedule A** hereto, Assignor hereby declaring that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason.

NOW THEREFORE, in consideration of the foregoing, as well as other good and valuable consideration the receipt and adequacy of which is hereby freely acknowledged,

Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors, legal representatives and assigns, the entire right, title and interest of Assignor in and to said Trademarks, together with the business and the good will of the business in connection with which the said Trademarks have been used or intend to be used, and all claims, if any, which may have arisen thereunder prior to the date of this instrument.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized corporate officer to be hereunto affixed.

ADS PROPERTIES LLC
A Delaware Limited Liability Company

Date: 3/12/07

By: Michael Spillane
Name: Michael Spillane
Title: President

SCHEDULE A

| REGISTRATION /APPLICATION. NO. | MARK |
|--------------------------------|--|
| 2,875,240 | HEAT and Design |
| 2,834,960 | POLARTEC HEAT HEAT WARMTH ON DEMAND and Design |
| 2,805,301 | POLARTEC HEAT HEAT WARMTH ON DEMAND and Design |
| 2,760,641 | AIRCORE |
| 2,690,707 | AIRCORE |
| 2,629,230 | POWER SHIELD |
| 1,605,633 | POLARTUFF |
| 1,412,401 | SPORTFLEECE |
| 2,567,829 | MALDEN MILLS GENUINE ORIGINAL POLARFLEECE |
| 2,352,623 | AIR CORE TECHNOLOGY |
| 2,840,085 | AIRCORE TECHNOLOGY |
| 2,443,460 | AQUA SHELL |
| 2,093,302 | BELIEVE IN WHAT YOU WEAR |
| 2,019,688 | BIPOLAR TECHNOLOGY |
| 2,033,125 | BODY CLIMATE |
| 78/865,546 | BODY CLIMATE |
| 2,054,817 | BOUNDARY |
| 2,409,428 | BUNNY BELLY |
| 2,095,343 | ELEMENT CONTROL |

| REGISTRATION /APPLICATION. NO. | MARK |
|--------------------------------|--|
| 2,354,088 | DYNAMIC CONTROL TECHNOLOGY |
| 1,439,216 | FEMINIQUE |
| 2,362,708 | FLASHBACK |
| 1,838,709 | MALDEN MILLS |
| 2,063,455 | MALDEN MILLS GENUINE ARTICLE POLARFLEECE AND DESIGN |
| 1,101,535 | MALDEN |
| 2,214,596 | LOGO (TRIANGLE) |
| 1,101,536 | M MALDEN |
| 2,206,228 | POLAR BABIES |
| 2,018,325 | POLAR EXTREME |
| 1,489,404 | POLARCAP |
| 1,297,628 | POLARFLEECE |
| 2,043,717 | POLARFLEECE |
| 2,039,153 | POLAR FORCE |
| 2,102,281 | POLARFUR |
| 2,368,329 | POLARKIDS |
| 1,125,603 | POLAR PAIRS |
| 1,241,219 | POLARPILE |
| 1,440,011 | POLARPLUS |
| 1,461,958 | POLARPLUSH |
| 1,460,960 | POLARPRO |
| 1,686,482 | POLARQUEST |
| 1,014,728 | POLAR SPORT |

| REGISTRATION /APPLICATION. NO. | MARK |
|--------------------------------|-------------------|
| 78/781,734 | POLAR SPORT |
| 2,011,177 | POLAR SPORT |
| 78/781,717 | POLAR SPORT |
| 2,011,018 | POLARSTRETCH |
| 1,585,741 | POLARSYSTEM |
| 1,865,829 | POLARTEC |
| 2,055,241 | POLARTEC |
| 1,687,907 | POLARTEC & Design |
| 2,056,033 | POLARTEC & Design |
| 2,443,469 | POLARTEC HEAT |
| 2,046,104 | POLARTEC PRO |
| 2,460,383 | POLARTEC WIND PRO |
| 2,355,135 | POLARTEX |
| 2,016,064 | POLAR 10 |
| 1,455,383 | POLARTWEED |
| 1,489,403 | POLARWASH |
| 2,368,328 | POLAR WEAR |
| 1,890,580 | POLAR ZONE |
| 2,112,494 | POWER DRY |
| 1,937,228 | POWER STRETCH |
| 2,486,100 | POWER STRETCH-RX |
| 2,375,752 | POLAR TOUCH |
| 1,573,455 | SHERPATEK |

| REGISTRATION /APPLICATION. NO. | MARK |
|--------------------------------|---|
| 1,208,496 | SNUGGLE BUNNY |
| 2,413,228 | THERMAL PRO |
| 1,742,322 | WINDBLOC |
| 2,390,060 | WINDBLOC-ACT |
| 2,462,680 | WIND PRO |
| 1,869,644 | POLARTEC THE CLIMATE CONTROL FABRIC AND DESIGN (Triangle) |
| 2,982,559 | POLARTEC THERMAL-FR |
| 2,922,564 | POLARTEC AIRCORE |
| 1,590,953 | NORTEK |
| 2,842,427 | HARDFACE |
| 78/504,453 | POLARTEC FORWARD FABRIC |
| 78/504,323 | POLARTEC FORWARD FABRIC |
| 78/517,594 | POLARTEC BODY MAPPING |
| 78/517,588 | POLARTEC BODY MAPPING |
| 78/642,857 | THE COLDEST TOWN |
| 78/642,858 | THE COLDEST TOWN |
| 77/015,071 | POLARTEC ECOENGINEERING |
| 77/015,082 | POLARTEC ECOENGINEERING |
| 77/015,058 | ECOENGINEERING BY POLARTEC |
| 77/015,050 | ECOENGINEERING BY POLARTEC |
| 77/017,854 | POLARTEC POWER SHIELD 02 |
| 77/017,855 | POLARTEC POWER SHIELD 02 |

| REGISTRATION /APPLICATION. NO. | MARK |
|--------------------------------|-------------------------------------|
| 77/066,490 | POLARTEC ECO-ENGINEERING and Design |
| 78/675,917 | PASSAGE BY POLARTEC |
| 78/675,932 | PASSAGE BY POLARTEC |