

TRADEMARK ASSIGNMENT

Electronic 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
Imperial Headwear, Inc.		10/01/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Paramount Apparel International, Inc.
Street Address:	One Paramount Drive
City:	Bourbon
State/Country:	MISSOURI
Postal Code:	65441
Entity Type:	CORPORATION: MISSOURI

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	85532258	I
Registration Number:	0919433	IMPERIAL
Registration Number:	3572123	IMPERIAL
Registration Number:	2693504	TURNING HEADS
Registration Number:	3069530	AUTHENTIC HEADWEAR
Registration Number:	2392371	COLLEGE CLASSICS
Registration Number:	1911470	MERGE LEFT
Registration Number:	2883528	
Registration Number:	2662926	

CORRESPONDENCE DATA

Fax Number: 8166913495
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 8168428600
 Email: trademark@stinson.com

CH \$240.00 85532258

Correspondent Name: Penny R. Slicer
Address Line 1: Stinson Morrison Hecker LLP
Address Line 2: 1201 Walnut, Suite 2900
Address Line 4: Kansas City, MISSOURI 64106-2150

ATTORNEY DOCKET NUMBER:	082880-0021
NAME OF SUBMITTER:	Christina M. Barton
Signature:	/Christina M. Barton/
Date:	10/09/2012

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment"), is made, executed and delivered by Imperial Headwear, Inc., a Delaware corporation ("Assignor"), in favor of Paramount Apparel International, Inc., a Missouri corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated October 1, 2012 (the "Asset Purchase Agreement"), pursuant to which Assignee agreed to purchase and assume from Assignor, and Assignor agreed to sell, convey, transfer, assign and deliver to Assignee the Assets, including without limitation, certain Intellectual Property; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to execute this Trademark Assignment pursuant to which Assignor will assign all of its right, title and interest in and to the Marks (as defined below).

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Construction. Capitalized terms used but not defined in this Trademark Assignment shall have the meanings ascribed to such terms in the Asset Purchase Agreement. The recitals to this Trademark Assignment are by this reference incorporated into this Trademark Assignment.

2. Assignment. Assignor hereby sells, assigns, grants, conveys, transfers and delivers to Assignee, its successors and assigns, all of Assignor's right, title, benefit, privilege and interest in, to and under each trademark, service mark, trade dress, trade name, logo, slogan, name, and other indicia of origin identified in Attachment A to this Trademark Assignment, together with any applications and/or registrations thereof and the goodwill of the business symbolized thereby (the "Marks"), including all common law rights and all claims for damages by reason of past and future infringements of any Mark, with the right to sue and collect therefor, and all rights corresponding to any of the above throughout the world. Assignee is to hold all right, title and interest in and to the Marks as fully and exclusively as it would have been held and enjoyed by Assignor had the sale, assignment, grant, conveyance, transfer and delivery in this Trademark Assignment not been made.

3. Terms of the Asset Purchase Agreement. This Trademark Assignment is being delivered by Assignor pursuant to the Asset Purchase Agreement. Nothing in this Trademark Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way whatsoever the terms or conditions of the Asset Purchase Agreement (including the representations, warranties, covenants, agreements and obligations contained therein) or any rights, duties or obligations of Assignor or Assignee thereunder. In the event of a conflict between this Trademark Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control in all respects.

4. Miscellaneous.

(a) No Third Party Beneficiaries. No person or entity other than the parties hereto and their respective successors and assigns shall have any rights under this Trademark Assignment or the provisions contained herein.

(b) Successors and Assigns. This Trademark Assignment and the agreements and undertakings herein contained shall inure to the benefit of and bind the parties hereto and their respective successors and assigns; *provided, however*, that this provision shall not be construed to permit any assignment prohibited by the Asset Purchase Agreement.

(c) Governing Law. THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MISSOURI, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER THE CONFLICT OF LAWS PRINCIPLES OF SUCH STATE.

(d) Counterparts; Facsimile Signatures. This Trademark Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Either party may execute and deliver this Trademark Assignment by an executed signature page transmitted by a facsimile machine. If a party transmits its signature by a facsimile machine, such party shall promptly thereafter deliver an originally executed signature page to the other party; *provided, however*, that any failure to deliver such an originally executed signature page shall not affect the validity, legality or enforceability of this Trademark Assignment.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Assignee has caused this Trademark Assignment to be duly executed by its officer thereunto duly authorized, all as of the date written below.

PARAMOUNT APPAREL INTERNATIONAL,
INC.

By: Mark Rubenstein
Name: Mark Rubenstein
Title: Chairman, CEO
Date: 10/1/2012

STATE OF MISSOURI)
) ss
COUNTY OF ST. LOUIS)

Acknowledged before me in St. Louis County, Missouri this 1st day
of October, 2012, by Mark Rubenstein, the Chairman & CEO of Paramount Apparel
International, Inc., a Delaware corporation, on behalf of the corporation.

KATHERINE E. SCHUBEL
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
Commission # 12438397
My Commission Expires: 2-29-2016

Katherine E Schubel
Katherine E Schubel, Notary Public
St. Charles County, Missouri
Acting in St. Louis County, Missouri
My commission expires: 2/29/2016

**ATTACHMENT A TO
TRADEMARK ASSIGNMENT**

U.S. APPLICATIONS/REGISTRATIONS

Mark	Country	(Serial No.) Registration No.	(Filing Date) Registration Date	Current Record Holder	Goods
Dotted i Design	USA	(85/532258)	(2/12/2012)	Imperial Headwear, Inc.	Apparel...
Imperial	USA	(381,673) 919,433	(1/22/71) 8/31/1971	Imperial Headwear, Inc.	Headwear, namely, men's hats and caps
Imperial	USA	(77/508411) 3,572,123	(6/26/08) 2/10/2009	Imperial Headwear, Inc.	Headwear, namely, caps, hats, visors
Turning Heads	USA	(78/127127) 2,693,504	(5/8/02) 3/4/2003	Imperial Headwear, Inc	Headwear, namely, hats, visors, straw hats
Authentic Headwear	USA	(78/479,431) 3,069,530	(9/7/2004) 3/14/2006	Imperial Headwear, Inc.	Caps, hats and headwear in Int. Class 025
College Classics	USA	(75/800,383) 2,392,371	(10/12/1999) 10/3/2000	Imperial Headwear, Inc.	Neckties in Int. Class 025
Merge Left	USA	(74/448,380) 1,911,470	(10/15/1993) 8/15/1995	Imperial Headwear, Inc	Ties, Boxer Shorts, Hats, Caps, Shirts, Jackets and Scarves in Int. Class 025
Design of Star Pattern on Hats	USA	(76/335,891) 2,883,528	(11/7/2001) 9/14/2004	Imperial Headwear, Inc.	Hats in Int. Class 025
Ship Design	USA	(76/369,822) 2,662,926	(2/12/2002) 12/17/2002	Imperial Headwear, Inc.	Hats in Int. Class 025