

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
	CDC Apparel, Inc.		10/18/2012	CORPORATION: CALIFORNIA
	Circle 8 Sales, Inc.		10/18/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA				
Name:	Big Strike, LLC			
Street Address:	151 West Rosecrans Avenue			
City:	Gardena			
State/Country:	CALIFORNIA			
Postal Code:	90248			
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA			
PROPERTY NUMBERS Total: 3				
	Property Type	Number	Word Mark	
	Registration Number:	3431895	JUST GINGER	
	Registration Number:	3773081	WORKSHOP LA	
	Registration Number:	3898118	WORKSHOP	
CORRESPONDENCE DATA				
Fax Number:	2077747499			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	207-774-4000			
Email:	cbacall@verrilldana.com			
Correspondent Name:	Charles P. Bacall			
Address Line 1:	One Portland Square			
Address Line 2:	P.O. Box 586			
Address Line 4:	Portland, MAINE 04112-0586			
ATTORNEY DOCKET NUMBER:	42899-5896			

OP \$90.00 3431895

NAME OF SUBMITTER:	Charles P. Bacall
Signature:	/Charles P. Bacall/
Date:	11/19/2012
Total Attachments: 5 source=Big Strike.3reg.assignment.101812#page1.tif source=Big Strike.3reg.assignment.101812#page2.tif source=Big Strike.3reg.assignment.101812#page3.tif source=Big Strike.3reg.assignment.101812#page4.tif source=Big Strike.3reg.assignment.101812#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of October 17, 2012, is made by each of CDC Apparel, Inc., a California corporation, and Circle 8 Sales, Inc., a California corporation, on the other hand (each, a "Seller" and together, the "Sellers"), in favor of Big Strike, LLC, a California limited liability company ("Buyer"), the purchaser of certain assets of the Sellers pursuant to that letter agreement by and between the Sellers and Buyer, dated as of October 18, 2012 (the "Letter Agreement").

WHEREAS, under the terms of the Letter Agreement, the Sellers have conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of the Sellers, and have agreed to execute and deliver this IP Assignment, for recording with national, federal and state government authorities, including, but not limited to, with respect to registered trademarks, the US Patent and Trademark Office; and

WHEREAS, pursuant to that Sales Agency Agreement attached as an exhibit to the Letter Agreement and dated as of October 18, 2012, on and after the Closing Date of the Letter Agreement, Circle 8 Sales, Inc. will act as a sales and distribution agent of Buyer on an exclusive basis with respect to the Products (as defined in the Letter Agreement).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sellers hereby agree as follows:

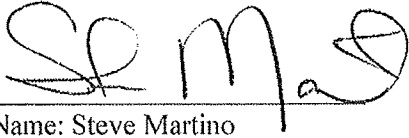
1. Definitions. Capitalized terms used but not defined herein shall have the meanings given to them in the Letter Agreement.
2. Assignment. The Sellers hereby convey, transfer and assign to Buyer all of their respective rights, title and interests in and to the following (the "IP Assets"):
 - (a) the trademarks set forth in Schedule 1 attached hereto, together with the goodwill symbolized thereby and all issuances, extensions and renewals thereof;
 - (b) the following copyrighted works (the "Copyrighted Works"):
 - (i) copyrighted works created on or after October 1, 2012 (including copyrighted works created on or after the date hereof), which are displayed on or incorporated in Products or are otherwise related to the design and manufacture of Products;
 - (ii) copyrighted works created prior to October 1, 2012, which are displayed on or incorporated in Products sold by way of Circle 8 Sales, Inc. pursuant to the Sales Agency Agreement (including Products sold on or after the date hereof); and
 - (iii) any copyrights arising from the design and manufacture of Products sold by way of Circle 8 Sales, Inc. pursuant to the Sales Agency Agreement (including Products sold on or after the date hereof);
 - (c) other than copyrights therein, any and all trade secrets, samples, patterns, designs, archive documents, pressbooks, promotional material, artwork, know-how or works-in-process related to the Copyrighted Works, otherwise known as the "Library";

- (d) all rights of any kind whatsoever of the Sellers accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (f) any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
3. Recordation. The Sellers authorize the Commissioner for Trademarks and the Register of Copyrights and any other national, federal and state government officials to record and register this IP Assignment upon request by Buyer.
4. Representations and Warranties of the Sellers. The Sellers hereby jointly and severally represent and warrant that they collectively exclusively own, free and clear of all liens and encumbrances, all rights, title and interests in and to the IP Assets. To the best of Sellers' knowledge, no other person has any rights whatsoever with respect to any of the IP Assets, nor is any consent or approval of any third party needed to fully and unconditionally utilize, assign, license or otherwise exploit in any manner the IP Assets. Sellers are not required, obligated, or under any liability whatsoever, to make any payments by way of royalties, fees or otherwise to any owner, licensor of, or other claimant to, any IP Assets, or any other person with respect to the use thereof.
5. Terms of the Letter Agreement. The terms of the Letter Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the IP Assets are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Letter Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Letter Agreement and the terms hereof, the terms of the Letter Agreement shall govern.
6. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
7. Governing Law. This IP Assignment shall be governed by the laws of the State of California.

Signatures follow.

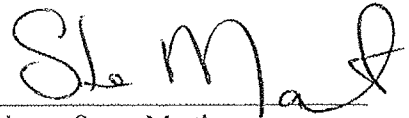
IN WITNESS WHEREOF, the Sellers have has duly executed and delivered this IP Assignment as of the date first above written.

CDC APPAREL, INC.,
a California corporation



Name: Steve Martino
Title: President

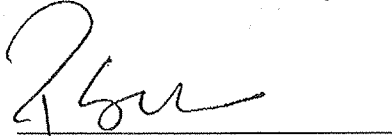
CIRCLE 8 SALES, INC.,
a California corporation



Name: Steve Martino
Title: President

AGREED TO AND ACCEPTED:

BIG STRIKE, LLC,
a California limited liability company



Name: Paula Schneider
Title: Chief Executive Officer

EXHIBIT A
SCHEDULES

Schedule 1 - Trademarks

TRADEMARKS

U.S. Trademark Registration No. 3,431,895 for the word mark JUST GINGER;

U.S. Trademark Registration No. 3,773,081 for the word mark WORKSHOP LA;

U.S. Trademark Registration No. 3,898,118 for the word mark WORKSHOP; and

All the Sellers' common law right, title and interest in and to the word mark WORKSHOP.

Expressly excluded herefrom is U.S. Trademark Registration No. 3,949,347 for the word mark wkshp, the goodwill symbolized thereby, and all issuances, extensions and renewals thereof.