

## 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
Ronald G. Adams		09/19/2007	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Whispering Pines Sportswear, Inc.		
Street Address:	506 Usher Street		
City:	Pageland		
State/Country:	SOUTH CAROLINA		
Postal Code:	29728		
Entity Type:	CORPORATION: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2085666	ADAMS	
Registration Number:	3167781	SUNBLOCK	
CORRESPONDENCE DATA			
Fax Number:	7272136922		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7275460660		
Email:	tmdocket@larsonpatentlaw.com		
Correspondent Name:	Nathan P. Suedmeyer		
Address Line 1:	11199 69th Street N.		
Address Line 4:	Largo, FLORIDA 33773		
ATTORNEY DOCKET NUMBER:	3148.12		
NAME OF SUBMITTER:	Nathan P. Suedmeyer, Esq.		
Signature:	/Nathan P. Suedmeyer/		

CH \$65.00 2085666

Date:

04/16/2013

Total Attachments: 4

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Exhibit A**BILL OF SALE AND ASSIGNMENT**

THIS BILL OF SALE AND ASSIGNMENT (this "Bill of Sale") dated this the 19th day of September, 2007, is executed and delivered by Ronald G. Adams, a citizen and resident of Florida ( "Seller") for the benefit of Whispering Pines Sportswear, Inc., a South Carolina corporation ("Purchaser"), and Purchaser's successors and assigns. All capitalized terms used in this Bill of Sale and not defined herein shall have the respective meanings ascribed to them in that certain Asset Purchase Agreement dated \_\_\_\_\_, 2007 (the "Purchase Agreement"), by and between Seller and Purchaser.

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell, transfer, convey, assign and deliver to Purchaser the Purchased Assets free and clear of any and all liens, claims or encumbrances of any type or nature whatsoever.

NOW, THEREFORE, for other good and valuable consideration paid by Purchaser, the receipt, adequacy and sufficiency of which are hereby acknowledged, Seller hereby agrees as follows:

1. Seller hereby grants, sells, transfers, conveys, assigns, delivers and sets over to Purchaser, and its successors and assigns, to have and to hold forever, all of Seller's rights, title and interest in and to all of the Purchased Assets, free and clear of any liens, claims and encumbrances whatsoever.

2. Seller hereby constitutes Purchaser, its successors and assigns, the true and lawful attorney of the Seller with full power of substitution, in the name of Seller or in the name of the Purchaser, but for the benefit and at the expense of the Purchaser (i) to collect any Purchased Assets assigned and transferred to the Purchaser hereunder; (ii) to institute and prosecute all proceedings which the Purchaser may deem proper in order to collect, assert, or enforce any claim, title, or right of any kind in the Purchased Assets assigned and transferred to the Purchaser hereunder, to defend or compromise any and all actions, suits, or proceedings with respect to the Purchased Assets, and to do all such acts and things in relation thereto as the Purchaser shall deem advisable; and (iii) to take all action which the Purchaser may deem proper in order to provide the Purchaser the benefits of the Purchased Assets where any required consent of another party to any assignment to the Purchaser shall not have been obtained. The Purchaser shall be entitled to retain for the account of the Purchaser any amounts collected pursuant to the foregoing powers, including any amount payable as interest in respect thereof.

3. In consideration of the grant, sale, transfer, conveyance, assignment, delivery and setting over to Purchaser of all of Seller's right, title and interest in and to the Purchased Assets, the Purchaser has made or will make such payments, representations, warranties and covenants as are described in the Purchase Agreement.

4. Seller, by its execution of this Bill of Sale, and Purchaser, by its acceptance of this Bill of Sale, each hereby acknowledge and agree that neither the representations and warranties nor the rights and remedies of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this instrument.

5. This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

6. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be signed, as of the day and year first above written, all pursuant to authority duly granted.

**SELLER:**



Ronald G. Adams

**ACKNOWLEDGED BY:**

**PURCHASER:**

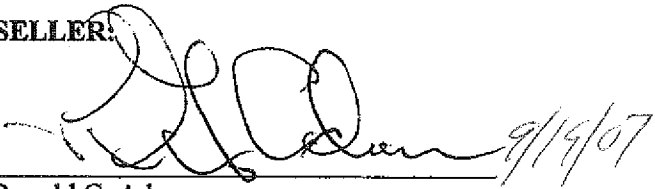
Whispering Pines Sportswear, Inc.,  
a South Carolina corporation

By: 

Craig Brewer, President

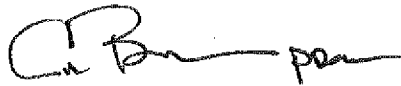
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date first written above, all pursuant to authority duly granted.

**SELLER:**

  
9/19/07  
\_\_\_\_\_  
Ronald G. Adams

**PURCHASER:**

Whispering Pines Sportswear, Inc.,  
a South Carolina corporation

By:   
\_\_\_\_\_  
Craig Brewer, President

## Schedule 1(a)

### Trademarks

The following trademarks in the U.S. Patent and Trademark Office, together with any and all state filings related thereto or in connection therewith:

1. U.S. Trademark Registration No. 2,660,655, Dated June 14, 2001, for BALLMARK (International Class 25);
2. U.S. Trademark Registration No. 3,167,781, Dated June 7, 2005, for SUNBLOCK (International Class 25);
3. U.S. Trademark Registration No. 2,811,167, Dated June 14, 2001, for COOL-CROWN (International Class 25);
4. U.S. Trademark Registration No. 2,593,263, Dated May 3, 2001, for FIT-RITE (International Class 25);
5. U.S. Trademark Registration No. 2,235,777, Dated November 7, 1997, for ADAMS (International Class 25);
6. U.S. Trademark Registration No. 2,085,666, Dated May 28, 1996, for ADAMS (International Class 25);
7. U.S. Trademark Registration No. 2,159,772, Dated March 13, 1997, for UPSCALE FASHION HEADWEAR (International Class 25);
8. U.S. Trademark Registration No. 1,733,220, Dated August 25, 1992, for SHEER SPORTS (International Class 25).

The following trademarks that are not in the U.S. Patent and Trademark Office, but which Seller owns and has all rights to:

1. "Adams Essentials"