

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
The Territory Ahead, Inc.		07/01/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Territory Ahead Apparel, Inc.		
Street Address:	5425 Wisconsin Avenue, Suite 701		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2185702	ISABELLA BIRD	
Registration Number:	2132340	THE TERRITORY AHEAD	
Registration Number:	1636913	THE TERRITORY AHEAD	
Registration Number:	2128829		
Registration Number:	1636156		
Serial Number:	85524509	GUY STUFF	
Serial Number:	85590257	THREADS UP DESIGN	
CORRESPONDENCE DATA			
Fax Number:	2024576315		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2024576051		
Email:	lkolo@pattonboggs.com, kagee@pattonboggs.com		
Correspondent Name:	Lacy Kolo, Patton Boggs LLP		
Address Line 1:	2550 M Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		

OP \$190.00 2185702

ATTORNEY DOCKET NUMBER:	027988.0124
NAME OF SUBMITTER:	Lacy Kolo
Signature:	/Lacy Kolo/
Date:	06/20/2013

Total Attachments: 11

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of the Effective Date by and among TERRITORY AHEAD APPAREL, INC., a Delaware corporation ("Assignee"); THE TERRITORY AHEAD, INC., a Delaware corporation ("Assignor").

WHEREAS, Assignee has agreed to purchase substantially all of the business assets of Assignor pursuant to the terms of that certain Asset Purchase Agreement of even date herewith, by and among Assignee, Assignor and Cornerstone Brands, Inc. (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor is required to assign and transfer to Assignee the Seller's Intellectual Property, as defined on Schedule A attached hereto, and all right, title and interest thereto.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Asset Purchase Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Effective Date. This Assignment shall be effective as of the Closing Date under the Asset Purchase Agreement.

2. Definitions. Capitalized terms not otherwise defined herein, including without limitation the term "Intellectual Property Assets," shall have the meanings ascribed to them in the Asset Purchase Agreement. The term "Seller's Intellectual Property" is described in Schedule A and shall mean all Intellectual Property Assets to which Seller has or may have any rights in or to, all Intellectual Property (including without limitation Section 4.10 of the Disclosure Schedules), and all Intellectual Property necessary for the operation of Seller's business as presently conducted or contemplated to be conducted.

3. Assignment of Intellectual Property. Assignor does hereby assign, grant, sell, transfer and deliver to Assignee all right, title, and interest Assignor has or may have in and to Seller's Intellectual Property including without limitation any and all (i) licenses and sublicenses (implied and otherwise) granted and obtained with respect thereto, (ii) rights thereunder, (iii) rights to protection of interests therein under the laws of all worldwide jurisdictions, (iv) associated rights for past, present and future income, royalties or other payment with respect thereto, (v) associated rights to sue for any past, present or future damages in relation to any infringement or misappropriation thereof, (vi) rights to receive assignments or transfers thereof or licenses thereto, and (vii) associated goodwill. Pursuant to the Asset Purchase Agreement, that portion of Assignor's business to which the Seller's Intellectual Property relates is being concurrently assigned to Assignee. To the extent the foregoing assignment is ineffective for any reason in connection with any item or items of Seller's Intellectual Property, it shall remain effective as to all other items of Seller's Intellectual Property and Assignor hereby grants to Assignee the exclusive, royalty-free, fully paid-up, irrevocable, perpetual, transferable, worldwide right and

license (including the right to sublicense through multiple tiers of sublicensees) to make, reproduce, perform, display, modify, create derivative works of, use, sell, transfer and otherwise exploit, protect and enforce all rights in and to such item or items of Seller's Intellectual Property for which the foregoing assignment is ineffective. In addition, Assignor hereby irrevocably and perpetually waives all rights including without limitation all patent rights, copyrights, trademark rights, mask work rights, and moral rights, not owned by, assigned to, or licensed to Assignee that Assignor has or may have in or to Seller's Intellectual Property, and hereby covenants not to bring or participate in any action against Assignee or its successor in interest for infringement or other violation of, or interference with, such rights.

4. Further Assurances. Whenever Assignor is requested to do so by Assignee or its successor in interest, Assignor shall cooperate with Assignee or its successor in interest in effectuating the intent of this Assignment and shall execute any and all applications, assignments, and other instruments that Assignee or its successor in interest deems necessary (i) to secure and document Assignee's or its successor in interest's rights in or to Seller's Intellectual Property or derivatives thereof, or (ii) to apply for, obtain or maintain patent, copyright, trademark or other registrations for Seller's Intellectual Property or derivatives thereof in the United States or any foreign country, or (iii) to otherwise protect by patent, trademark, copyright, or otherwise Assignee's or its successor in interest's interests in any of Seller's Intellectual Property or derivatives thereof. Assignor agrees to assist Assignee or its successor in interest, upon Assignee's or Assignee's successor in interest's reasonable request and at Assignee's or Assignee's successor in interest's expense (subject to the indemnification provisions in the Asset Purchase Agreement and its related documents which provisions shall prevail), in i) any pending or threatened suits or actions by third parties challenging the validity or enforceability of any rights in or to any Intellectual Property to the extent such assistance is reasonably required to effectively defend such suits or actions and ii) any efforts by Assignee to enforce the Intellectual Property or any derivatives thereof against any third party in any jurisdiction. To the extent that Assignor is in possession or control of any documentation (in whatever form or medium, including electronic media), which relates to Seller's Intellectual Property, and which is not in the possession of Assignee as of the date hereof, Assignor shall transfer such documentation to Assignee promptly following the Closing.

5. Successors and Assigns. Assignor hereby acknowledges that the terms and provisions of this Assignment and the respective rights and obligations of Assignor and rights of Assignee hereunder shall be binding upon, and inure to the benefit of, their respective successors and assigns.

6. Recordings. Assignor hereby acknowledges that an executed copy of this Assignment and executed copies of subsequent assignments or documents provided pursuant to paragraph 4 (Further Assurances) above, may be filed with the United States Patent and Trademark Office, the United States Copyright Office or with the intellectual property authority of any other country or region, as applicable, by Assignee or its successor in interest at any time.

7. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property Assets are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

8. Counterparts. This 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 Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

9. Governing Law. The provisions of this Assignment shall be governed and interpreted in all respects pursuant to the substantive laws of the State of Delaware without regard to its conflict of laws principles.

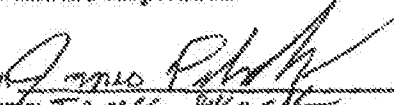
[Signature to follows]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed and delivered on the day and year first written above.

ASSIGNOR:

SELLER:

THE TERRITORY AHEAD, INC.
a Delaware corporation

By: 
Name: James Pritchard
Title: Secretary / 71098420

ASSIGNEE:

BUYER:

TERRITORY AHEAD APPAREL, INC.
a Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed and delivered on the day and year first written above.

ASSIGNOR:

SELLER:

THE TERRITORY AHEAD, INC.
a Delaware corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

BUYER:

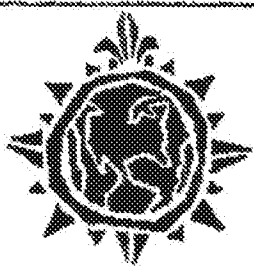

TERRITORY AHEAD APPAREL, INC.
a Delaware corporation

By: *Albert M. Chapin*
Name: Albert M. Chapin
Title: President

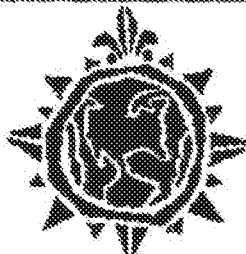
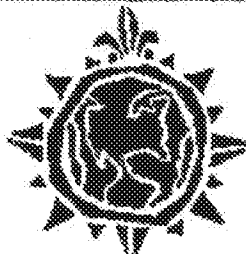

SCHEDULE A

INTELLECTUAL PROPERTY


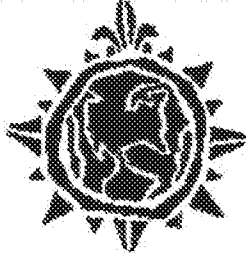
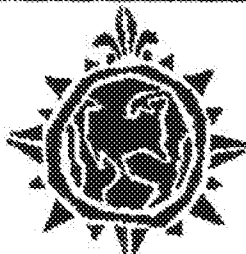

TRADEMARKS OWNED BY THE
TERRITORY AHEAD

COUNTRY	MARK	APP NO	REG NO	STATUS	CLASS
US	ISABELLA BIRD	75/308,619	2,185,702	REGISTERED	18 - leather or imitation leather handbags, wallets, toiletry bags sold empty, luggage, knapsacks, key fobs 23 - leather or imitation leather clothing, namely, jackets, vests, shirts, pants, skirts, dresses and blazers; clothing, namely, sweaters, woven shirts, knit shirts, shorts, swimwear, underwear, pants, headwear, socks, ties, scarves, belts, gloves, dresses, blazers, jackets, skirts, footwear and outerwear, namely, coats, blazers, jackets, trenchcoats, and topcoats 35 - retail store and mail order services in the fields of wearing apparel, luggage, personal accessories and related items
US	THE TERRITORY AHEAD	75/221,938	2,132,340	REGISTERED	16 - catalogs in the fields of wearing apparel, luggage and personal accessories 35 - retail store and mail order services in the fields of wearing apparel, luggage and personal accessories
US	THE TERRITORY AHEAD	73/804,465	1,636,913	REGISTERED	18 - men's briefcases and toiletry cases sold empty 25 - clothing, namely, pants, knit tops, shirts, sweaters, jackets, boxer shorts, socks, ties, scarves, belts, and gloves
US		75/221,936	2,128,829	REGISTERED	16 - catalogs in the fields of wearing apparel, luggage and personal accessories 35 - retail store and mail order services in the fields of wearing apparel, luggage and personal accessories
US		73/804,462	1,636,156	REGISTERED	18 - men's briefcases, and toiletry cases sold empty 25 - clothing, namely, pants, knit tops, woven shirts, sweaters, jackets, boxer shorts, socks, ties, scarves, belts, and gloves


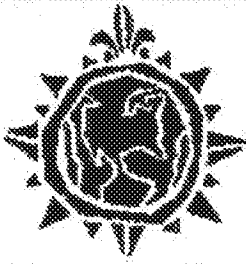
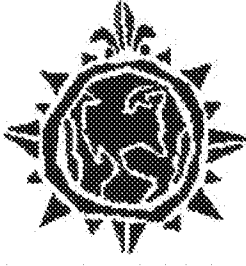

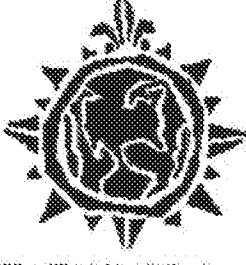
**TRADEMARKS OWNED BY THE
TERRITORY AHEAD**

COUNTRY	MARK	APP NO	REG NO	STATUS	CLASS
AU	 THE TERRITORY AHEAD	727121	727121	REGISTERED	16 - Leather bound "blank" journals, and daily organizers; mail order catalogs in the field of wearing apparel, luggage, and other leather goods, personal accessories and related items 18 - Leather goods; including personal pouches, luggage, wallets, coin cases, billfold/checkbook cases sold empty, duffel bags, tote bags, travel bags, handbags, travel organizer cases, briefcases, and toiletry cases sold empty 25 - Clothing; including pants and slacks, knit tops, shirts, T-shirts, sweaters, vests, raincoats, jackets and coats, hats/caps, shorts, underwear, namely boxers and briefs, sweatshirts, sweatpants, robes, dresses, skirts, body suits, socks, ties, scarves, belts, gloves; and shoes 35 - Retail store and mail order catalog sales services in the fields of wearing apparel, luggage, personal accessories and related items
CN	 THE TERRITORY AHEAD	767637	767637	REGISTERED	18 - men's personal drawstring pouches, briefcases and toiletry cases sold empty
CN	 THE TERRITORY AHEAD	768870	768870	REGISTERED	25 - clothing, namely, pants, knit tops, woven shirts, sweaters, jackets, boxer shorts, socks, ties scarves, belts, gloves

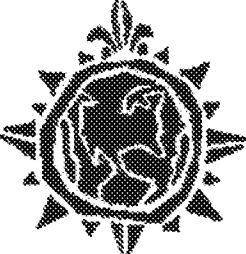
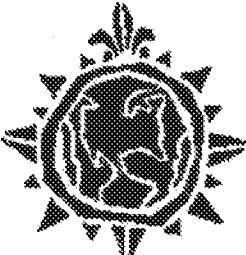
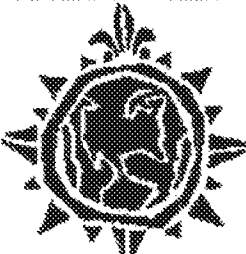
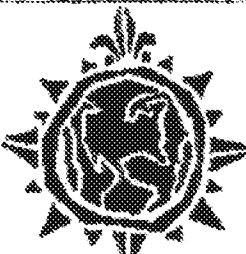

**TRADEMARKS OWNED BY THE
TERRITORY AHEAD**

COUNTRY	MARK	APP NO	REG NO	STATUS	CLASS
DE	 THE TERRITORY AHEAD	T3302025 WZ	2025286	ABANDONED	16 - leather bound "blank" journals, and daily organizers; mail order catalogs in the field of wearing apparel, luggage, and other leather goods, personal accessories and related items 18 - gloves; shoulder bags for men, briefcases and cases for toilet articles 25 - dress, in particular trousers, knitting top parts, woven shirts, pullovers, jackets, boxer shorts, socks, neckties, collar protectors, belts 35 - retail store and mail order catalog sales services in the fields of wearing apparel, luggage, personal accessories and related items 12/2/11 - S. Nasr - remove from docket
FR	 THE TERRITORY AHEAD	94512662	94512662	REGISTERED	18 - small bags for bandolier for men, briefcases, briefcases (leather), cases and boxes intended for containing computers, boxes intended for containing toiletries, leather products. 25 - clothing, trousers, sports jerseys and knitted tops, shirts, pullovers, jackets, pants, socks, ties, belts (clothing), gloves (clothing)
GB	 THE TERRITORY AHEAD	1556141	1556141	ABANDONED	18 - Men's personal drawstring pouches; briefcases; computer cases; toiletry cases; articles of leather or imitation leather 9/22/10 - S. Nasr - allow to become abandoned.
GB	 THE TERRITORY AHEAD	1556142	15596142	ABANDONED	25 - Waistcoats, coats, underwear, hats, trousers, jeans, knitwear, sweaters, shirts, jackets, boxer shorts, pants, socks, ties, scarves, belts and gloves 9/22/10 - S. Nasr - allow to become abandoned.



**TRADEMARKS OWNED BY THE
TERRITORY AHEAD**

COUNTRY	MARK	APP NO	REG NO	STATUS	CLASS
HK	 THE TERRITORY AHEAD	1754/1992	19940018 5	REGISTERED	25 - clothing, footwear, headgear
HK	 THE TERRITORY AHEAD	13532/1993	19960712 9	REGISTERED	18 - leather and imitations of leather, and goods made of these materials and not included in other classes; personal drawstring pouches for men, briefcases, toiletry bags (sold empty)
JP	 THE TERRITORY AHEAD	H07101072	4049126	REGISTERED	16 - paper goods and printed matter
JP	 THE TERRITORY AHEAD	H07303705	4021522	REGISTERED	25 - clothing
JP	 THE TERRITORY AHEAD	H02102347	2588383	REGISTERED	25 - clothing

**TRADEMARKS OWNED BY THE
TERRITORY AHEAD**

COUNTRY	MARK	APP NO	REG NO	STATUS	CLASS
JP	 THE TERRITORY AHEAD	H07030704	4039532	REGISTERED	18 - leather goods
MX	 THE TERRITORY AHEAD	195535	493500	REGISTERED	18 - personal bags for men with belt, briefcase, kits for personal computers, kits for keeping accessories for bath and all classes of articles leather in general
MX	 THE TERRITORY AHEAD	195533	475209	REGISTERED	25 - wardrobe, specifically trousers, signals fabrics, shirts sweaters, bags, trousers shorts, socks, neckties, mascadaa, belts and gloves
SG	 THE TERRITORY AHEAD	T9704612I	T970461 2I	REGISTERED	16 - Leather bound "blank" journals, and dally organizers; mail order catalogues in the field of wearing apparel, luggage, leather goods, personal accessories and related items
SG	 THE TERRITORY AHEAD	T9704613G	T970461 3G	REGISTERED	18 - Leather goods, personal pouches, luggage, wallets, coin cases, billfold/checkbook cases sold empty, duffel bags, tote bags, travel bags, handbags, travel organizer cases, briefcases, and toiletry cases sold empty

**TRADEMARKS OWNED BY THE
TERRITORY AHEAD**

COUNTRY	MARK	APP NO	REG NO	STATUS	CLASS
SG	 THE TERRITORY AHEAD	T9704614E	T9704614E	REGISTERED	25 - Clothing, pants and slacks, knitted tops, shirts, T-shirts, sweaters, vests, raincoats, jackets and coats, hats/caps, shorts, underwear, boxers and briefs, sweatshirts, sweatpants, robes, dresses, skirts, body suits, socks, ties, scarves, belts, gloves, and shoes
SG	 THE TERRITORY AHEAD	T9704615C	T9704615C	REGISTERED	42 - Information services provided by retail stores and services relating to the fulfillment of mail orders and the handling of orders; all in relation to wearing apparel, luggage, personal accessories and related items.
US	GUY STUFF	85/524,509		PENDING	18 - Backpacks, book bags, sports bags, bum bags, wallets and handbags
US	THREADS UP DESIGN	85/590,257		PENDING	25 - Women's blouses, shirts, pants, jeans, dresses, skirts, sweaters, jackets, outerwear, shorts and accessories. Men's shirts, pants, jeans, sweaters, jackets, outerwear, shorts and accessories

Domain Registrations

territoryahead.asia
 territoryahead.mobi
 territoryahead.xxx
 theterritoryahead.asia
 theterritoryahead.mobi
 theterritoryahead.xxx-block
www.territoryahead.com