

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
BUSTER HOLDINGS, LLC		08/22/2013	LIMITED LIABILITY COMPANY: NEW YORK

**RECEIVING PARTY DATA**

Name:	BUSTER ACQUISITION LLC
Street Address:	112 West 34th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10120
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	0051981	BUSTER BROWN
Registration Number:	0505224	BUSTERBROWN
Registration Number:	0505225	BUSTERBROWN
Registration Number:	0129233	BUSTERBROWN
Registration Number:	0800744	BUSTER BROWN
Registration Number:	0221202	BUSTERBROWN
Registration Number:	3230495	MARY JANE BY BUSTER BROWN

**CORRESPONDENCE DATA**

Fax Number: 4048927056  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: (404) 885-6743  
 Email: tmatlanta@seyfarth.com  
 Correspondent Name: Joseph V. Myers III  
 Address Line 1: 1075 Peachtree Street NE, Suite 2500

CH \$190.00 0051981

Address Line 2: SEYFARTH SHAW LLP  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	65622.000020
NAME OF SUBMITTER:	Joseph V. Myers III
Signature:	/jvm/
Date:	08/22/2013

Total Attachments: 5  
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated August 22, 2013, is made by and between Buster Holdings, LLC, a New York limited liability company ("Assignor"), and Buster Acquisition LLC, a New York limited liability company (the "Assignee") (Assignee, together with Assignor, the "Parties," and each individually, a "Party"). Each capitalized term used herein but not otherwise defined in this Assignment shall have the meaning ascribed to it in the Purchase Agreement.

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of August 22, 2013 (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, assign, transfer, convey and deliver, and Assignee has agreed to purchase, all of Assignor's right, title and interest in and to the Purchased Assets, including without limitation the Seller Intellectual Property and the Marks within the Seller Intellectual Property and/or the "Buster Brown" brand (the "Trademarks");

WHEREAS, Assignor is the owner of various trademark registrations and applications for the Trademarks, including without limitation those listed on Schedule A hereto; and

WHEREAS, Assignor desires to sell, convey, transfer and assign to Assignee, and Assignee wishes to acquire, all right, title and interest in and to the Trademarks, pursuant to the terms and conditions of the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor does hereby sell, convey, assign, transfer and deliver unto Assignee: (a) the entire right, title, and interest in all countries throughout the world in and to the Trademarks; (b) all goodwill of any business associated with or symbolized by the Trademarks and that portion of Assignor's business in connection with which it has a bona fide intent to use the Trademarks to the extent such business activities remain associated with the Business following the Closing Date; (c) all registrations of the Trademarks, applications for registration of the Trademarks, and renewals and extensions thereof; (d) all material records and files related to the Trademarks; (e) all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for any and all past, present, or future infringement or dilution of the Trademarks; and (f) the entire right, title, and interest in all convention and treaty rights of all kinds, including all rights of priority of ownership in and to the Trademarks and all rights to prosecute, register, perfect, and defend arising from such priority of ownership, in any country of the world.

2. Further Action. It is the intention of the parties that by this Assignment, the Purchase Agreement, and the completion of the transactions and performance of the obligations contemplated herein and therein, Assignee, as between Assignee and Assignor, will become the sole and exclusive owner of the "Buster Brown" brand and all variations and versions thereof and all of the associated Marks, registrations and applications, and Assignor will, jointly and severally with any of its Affiliates holding any right, title or interest in or to the same, transfer and relinquish all rights and interests in the "Buster Brown" brand to Assignee and cease and desist from any and all use or other exploitation of the "Buster Brown" brand or any element or variation thereof. To this end, at the time of the Closing and from time to time after the Closing, at the request of Assignee or Assignee's successors, Assignor

shall, and shall cause its Affiliates, at Assignee's expense, to (i) promptly execute and deliver to Assignee or Assignee's successors such additional certificates and other instruments of sale, conveyance, assignment and transfer, and take any other actions, as Assignee reasonably determines are or may be necessary to transfer and vest in Assignee ownership of the Purchased Assets and to allow Assignee to establish and perfect its ownership interest in all territories, jurisdictions, forums and proceedings throughout the world; (ii) promptly take such action, or to refrain from taking such action, as Assignee reasonably determines is necessary to prevent Assignor or any of its Affiliates from making any use or exploiting in any other manner the "Buster Brown" brand or any component or variation thereof; and (iii) at Assignee's expense, assist Assignee in any effort by Assignee to defend and enforce the "Buster Brown" brand and the associated Marks, registrations and applications against any third party. Without limiting the generality of the foregoing, Assignor and Assignee agree that there may be other registrations and applications owned by Assignor or its Affiliates, beyond those listed on Schedule A, for the Marks within the "Buster Brown" brand, and that this Assignment applies with equal force to any such additional registrations and applications notwithstanding the fact that they are not listed on Schedule A. Assignor hereby irrevocably appoints Assignee as its power-of-attorney, effective as of the date hereof, with full right of substitution, for the purpose of executing any such documents and taking any such other actions as are described in Section 2(i) above. This power-of-attorney shall be for the benefit of Assignee, its licensees, successors, and assigns, and is coupled with an interest. The foregoing power-of-attorney may only be exercised by Assignee if Assignor refuses to sign any document it is required to sign hereunder or if Assignee, after a reasonably diligent search, is unable to locate Assignor or its representative in order to have Assignor sign any document it is required to sign hereunder.

3. Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Assignment shall be governed by, and construed in accordance with the laws of the State of New York without reference to choice of law principles, including all matters of construction, validity and performance.

4. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any applicable law, or public policy, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, such term or other provision will be interpreted so as to best accomplish the intent of the parties within the limits of applicable law.


5. Counterparts. This Assignment may be executed by facsimile and in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by their duly authorized officers as of the date set forth above.

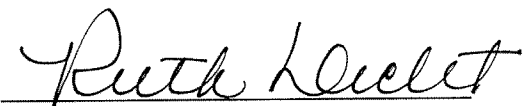
**BUSTER HOLDINGS, LLC**

By:

  
Name: Stanley Cayre  
Title: Manager

State of New York ss.  
County of Manhattan

On this the 21<sup>st</sup> day of August, 2013 before me personally appeared Stanley Cayre to me personally known (or proved to me on the basis of satisfactory evidence) to be the person who signed the foregoing assignment, and acknowledged the signing of same as his/her free act and deed.




(Notary Public)

Seal

RUTH DECLET  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01DE6101679  
QUALIFIED IN NEW YORK COUNTY  
MY COMMISSION EXPIRES NOV. 17, 2015

**BUSTER ACQUISITION LLC**

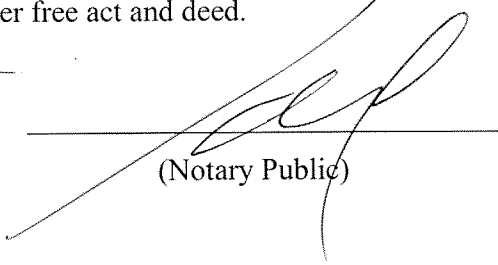
By:   
Name: JOSEPH ESSÉS  
Title: Manager

State of New York ss.

County of New York

On this the 22<sup>nd</sup> day of August, 2013 before me personally appeared JOSEPH ESSÉS to me personally known (or proved to me on the basis of satisfactory evidence) to be the person who signed the foregoing assignment, and acknowledged the signing of same as his/her free act and deed.



Seal

  
(Notary Public)

MARC J GURELL  
Notary Public, State of New York  
No. 02GU5043300  
Qualified in Bronx County  
Commission Expires May 8, 2013

**SCHEDULE A**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

This Schedule consists of the below listing of trademark registrations and applications as well as those set forth on "Schedule A Trademarks" attached hereto (a 25-page, landscape-oriented attachment bearing document number 1-NY/1642004.1).

<u>Mark</u>	<u>Jurisdiction</u>	<u>Reg/App No.</u>	<u>Reg/App Date</u>
BUSTER BROWN (stylized)  <b>BUSTER BROWN</b>	U.S.	51,981	5/1/1906
BUSTERBROWN (stylized)  <b>Buster Brown</b>	U.S.	505,224	12/28/1948
BUSTERBROWN (and design)   <b>Buster Brown</b>	U.S.	505,225	12/28/1948
BUSTERBROWN	U.S.	129,233	1/27/1920
BUSTERBROWN (& design)   <b>BUSTERBROWN</b>	U.S.	800,744	12/21/1965
BUSTERBROWN  <b>BUSTERBROWN</b>	U.S.	221,202	11/23/1926
MARY JANE BY BUSTER BROWN	U.S.	3,230,495	4/17/2007