

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| Lolly Togs, Ltd. | | 08/30/2013 | CORPORATION: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Varsity Spirit Corporation | | |
| Street Address: | 2525 Horizon Lake Drive | | |
| City: | Memphis | | |
| State/Country: | TENNESSEE | | |
| Postal Code: | 38133 | | |
| Entity Type: | CORPORATION: TENNESSEE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2155823 | VARSITY GIRL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2125756701 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 2127909200 | | |
| Email: | trademark@ccl.com, sbi@ccl.com | | |
| Correspondent Name: | Cowan, Liebowitz & Latman, P.C. | | |
| Address Line 1: | 1133 Avenue of the Americas | | |
| Address Line 4: | New York, NEW YORK 10036 | | |
| ATTORNEY DOCKET NUMBER: | 25894.000 ASC/SBI | | |
| NAME OF SUBMITTER: | Arlana S. Cohen | | |
| Signature: | /Arlana S. Cohen/ | | |
| Date: | 09/30/2013 | | |

OP \$40.00 2155823

Total Attachments: 6

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**TRADEMARK ASSIGNMENT AND RELINQUISHMENT OF RIGHTS
IN CONSENT TO USE AGREEMENT**

Whereas, Lolly Togs, Ltd., a New York corporation whose address is 100 West 33rd Street, Suite 1012, New York, N.Y. 10001, owns U.S. Trademark Registration No. 2155823 for the trademark VARSITY GIRL;

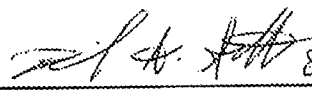
Whereas, Varsity Spirit Corporation, a Tennessee corporation located and doing business at 2525 Horizon Lake Drive, Memphis, Tennessee 38133 desires to acquire all rights, title and interests in and to the trademark VARSITY GIRL and said Registration No. 2155823 for VARSITY GIRL;

Whereas, Lolly Togs, Ltd. and Varsity Spirit Corporation have also entered into a Consent to Use Agreement a copy of which is annexed hereto;

Now, therefore, for \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, said Lolly Togs, Ltd. does hereby assign unto Varsity Spirit Corporation any and all rights, title and interest it possesses in the trademark VARSITY GIRL and Registration No 2155823 for VARSITY GIRL together with any and all goodwill of the business symbolized by same, and relinquishes to Varsity Spirit Corporation any and all rights it possesses in said Consent to Use Agreement dated 2001.

Lolly Togs, Ltd.

Date: August 30, 2013
New York, New York

By:  8/30/2013
Richard A. Sutton, President

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CONSENT TO USE AGREEMENT

THIS CONSENT TO USE AGREEMENT ("Agreement") is being made by and between VARSITY SPIRIT CORPORATION, a Tennessee corporation, whose address is 2525 Horizon Lake Drive, Memphis, Tennessee 38133 (hereinafter referred to as "Varsity Spirit"), and LOLLY TOGS, LTD., a New York corporation, whose address is 100 West 33rd Street, New York, New York 10001 (hereinafter referred to as "Lolly Togs");

WHEREAS, Varsity Spirit filed on September 13, 1999, in the United States Patent and Trademark Office ("PTO") an application to register the mark VARSITY for "athletic shirts, athletic shorts, athletic tops, body suits, dresses, hats, jackets, jerseys, jumpers, leotards, pants, skirts, sweaters, sweat pants, sweat shirts, T-shirts, unitards, and warm-up suits sold to colleges, high schools and school-affiliated teams, clubs, groups and individuals by direct sales through sales representatives or employees of applicant, through mail order catalog services or through campus book stores or other retail outlets located at colleges and high schools; uniforms for cheerleaders, drill teams, pom pon squads, pep squads, mascots, bands and booster clubs" under Serial No. 75/798082;

WHEREAS, Varsity Spirit received an Office Action dated January 31st, 2000, indicating that there may be a likelihood of confusion between the mark VARSITY GIRL, registered to Lolly Togs as Reg. No. 2,155,823 on May 5, 1998, for "clothing for girls, namely, woven shirts, knitted shirts, jogging suits and shorts" and that the examining attorney may refuse to register the mark of Varsity Spirit;

WHEREAS, Varsity Spirit has filed a petition to cancel the mark VARSITY GIRL, which is pending before the Trademark Trial and Appeal Board as Cancellation No. 30,128;

WHEREAS, Lolly Togs has agreed to restrict its use of the mark VARSITY GIRL as hereinafter set forth;

WHEREAS, Varsity Spirit & Lolly Togs wish to avoid controversy between them and to provide for the concurrent use of their respective marks while avoiding any likelihood of confusion in the future;

NOW, THEREFORE, in view of the foregoing, and in consideration of the mutual undertakings set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree that:

1. Varsity Spirit will continue to use the mark VARSITY in connection with: athletic shirts, athletic shorts, athletic tops, body suits, dresses, hats, jackets, jerseys, jumpers, leotards, pants, skirts, sweaters, sweat pants, sweat shirts, T-shirts, unitards, and warm-up suits sold to colleges, high schools and school-affiliated teams, clubs and groups by direct sales through sales representatives or employees of applicant, through mail order catalog services or through campus book stores or other retail outlets located in colleges and high schools; uniforms for cheerleaders, drill teams, pom pon squads, pep squads, mascots, bands and booster clubs.

2. Lolly Togs will continue to use its mark VARSITY GIRL in connection with clothing for girls, namely, woven shirts, knitted shirts, jogging suits and shorts. Lolly Togs agrees that it will not use said mark in connection with other goods or services, namely, in connection with: athletic shirts, athletic shorts, athletic tops, body suits, dresses, hats, jackets, jerseys, jumpers, leotards, pants, skirts, sweaters, sweat pants, sweat shirts, T-shirts, unitards, and warm-up suits sold to colleges, high school and school-affiliated teams, clubs and groups by direct sales through sales representatives or employees of Lolly Togs, through mail order catalog services or through campus book stores or other retail outlets located in colleges and high schools; uniforms for cheerleaders, drill teams, pom pon squads, pep squads, mascots, bands and booster clubs.

3. Considering the differences in the parties' respective goods, the styles and appearances of the marks, the marketing of the products and the channels of trade in which the

marks are used on the goods, the parties agree that the continued use of their respective marks on their respective goods will not likely cause confusion, mistake or deception.

4. The parties further agree to cooperate and consult with one another, in good faith, should future conditions or developments indicate to either the reasonable possibility of likelihood of confusion resulting from the parties' concurrent use of their marks, all with the view to ensuring that no substantial likelihood of confusion as to source or origin of the parties' goods, in connection with which the parties' respective marks are used in commerce, shall occur.

5. The parties to this Agreement may each apply for state or federal registration of their respective marks, so long as such applications do not seek registration of marks or rights in conflict with the provisions of this Agreement, and so long as such registrations do not grant rights in conflict with the provisions of this Agreement. Should either party to this Agreement believe in good faith that such an application or registration violates the terms or provisions of this Agreement, registration of the applied-for mark may be opposed or otherwise objected to, or its cancellation sought, without violating this Agreement.

6. Should either party abandon its mark, its rights shall be lost, and the other party may thereafter use its mark in all proper ways, unrestrained by the terms of this Agreement, and may thereafter apply for and obtain a federal registration of or other lawful protection for its mark unrestricted by this Agreement.

7. Both parties to this Agreement may license or assign their respective rights hereunder, in whole or in part, provided that such license or assignment provides that this Agreement shall be binding upon the licensee or assignee and that such license or assignment does not contravene any provision of this Agreement. Any purported license or assignment in violation of this paragraph shall be void and of no effect.

8. This Agreement shall be interpreted under the laws of the State of Tennessee, without regard to its choice of law principles, and applicable federal law (including the Lanham Act).

9. This Agreement is being signed in duplicate copies, each of which shall be considered an original for all purposes.

10. Lolly Togs agrees that a copy of this Agreement may be filed by Varsity Spirit in support of its application pending under Serial No. 75/798082.

11. Upon receipt by Varsity Spirit of notice from the Patent and Trademark Office that its refusal to register the mark VARSITY has been withdrawn, Varsity Spirit shall dismiss with prejudice its pending petition to cancel. Should this Agreement not satisfy the Patent and Trademark office that likelihood of confusion does not exist, Varsity Spirit shall be entitled to continue to prosecute its pending petition to cancel.

12. Subject to the provisions of paragraph 7 hereof, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

13. This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and all prior negotiations, understandings, representations and agreements are merged herewith. No notification of or waiver with respect to this Agreement shall be valid unless set forth in writing and signed by the party against whom enforcement thereof is sought.

In consideration of the foregoing, the parties have each caused this Agreement to be signed by their duly authorized officers on the dates set forth herein, the Agreement to be effective upon execution by both parties.

VARSITY SPIRIT CORPORATION

By: [Signature]
Title: Pres.
Date: 3/19/01

LOLLY TOGS, LIMITED

By: [Signature]
Title: VP
Date: 4-18-01