

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
Territory Ahead Apparel, Inc.		09/28/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Distinctive 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: 6

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

CORRESPONDENCE DATA

Fax Number: 2029068669
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 202.906.8618
 Email: ipmail@dykema.com
 Correspondent Name: Eric T. Fingerhut
 Address Line 1: 1300 I St., NW, Suite 300 West
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

CH \$165.00 2185702

ATTORNEY DOCKET NUMBER:	104085-0271
NAME OF SUBMITTER:	Eric T. Fingerhut
Signature:	/eric t. fingerhut/
Date:	11/01/2013

Total Attachments: 9

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made as of September 28, 2013, (the "Effective Date"), by and between Territory Ahead Apparel, Inc., a Delaware corporation ("Assignor"), and Distinctive Apparel, Inc., a Delaware corporation ("Assignee"). This Agreement is being executed and delivered pursuant to the terms and condition of that certain Asset Purchase Agreement dated as of September 28, 2013 (the "Purchase Agreement"), among the Assignor and Assignee. Capitalized terms which are defined in the Purchase Agreement and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor hereby sells, transfers, conveys, sets over, assigns and delivers unto Assignee, its successors and assigns, all right, title and interest of Assignor in and to the Assumed Liabilities.

2. Acceptance and Assumption. Assignee hereby accepts the foregoing Assignment of the Assumed Liabilities, and covenants and agrees to assume and perform, subject to the terms of the Purchase Agreement, the obligations of Assignor under the Assumed Liabilities, arising from and after the date hereof and subject to the indemnification rights and obligations set forth in the Purchase Agreement. It is expressly understood and agreed that Assignee is not assuming or agreeing to perform any liabilities not contemplated to be assumed by Assignee pursuant to the terms of the Purchase Agreement, including without limitation, the Excluded Liabilities.

3. General Provisions.

(a) Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Delaware, without giving effect to the principles of conflict or choice of laws.

(b) Counterparts; Facsimile. This Agreement may be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

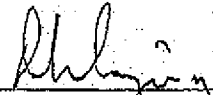
(c) Headings and Captions. The headings and captions of various sections of this Agreement are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as
September 28, 2013.

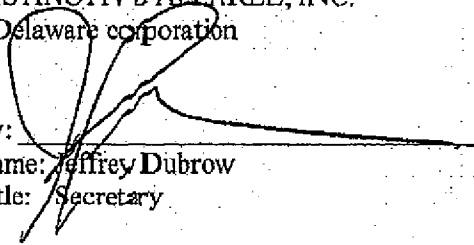
ASSIGNOR:

TERRITORY AHEAD APPAREL, INC.,
a Delaware corporation

By: 
Name: Aldus H. Chapin II
Title: President

ASSIGNEE:

DISTINCTIVE APPAREL, INC.
a Delaware corporation

By: 
Name: Jeffrey Dubrow
Title: Secretary

SCHEDULE A

Subject Assets

ALL ASSETS OF TERRITORY AHEAD APPAREL, INC. including, without limitation all of the following: inventory; accounts, accounts receivable, and other rights to payment; machinery and equipment and all related parts and supplies; office equipment, furniture, furnishings, computers, and all related parts and supplies; leasehold improvements; intellectual property, including computer programs, know-how, processes, designs, techniques, plans, engineering drawings, artwork, packaging, advertising material, specifications, models, inventions, including all underlying works and all derivative works of the foregoing and all rights of the Seller therein, including all copyrights and copyright applications, trademarks and trademark applications, trade names, service marks, logos and associated goodwill, patents and patent applications, and trade secret rights; customer lists; all rights under contracts to which the Seller is a party; all other tangible or intangible personal property; and all books, records, correspondence, files and documents of any kind relating to the foregoing; but excluding the Excluded Assets (as defined in the Asset Purchase Agreement).





SCHEDULE B






DOMAIN NAME REGISTRATIONS






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






TRADEMARKS



COUNTRY	MARK	APP NO	REG NO	CLASS
US	ISABELLA BIRD	75/308,619	2,185,702	18 - leather or imitation leather handbags, wallets, toiletry bags sold empty, luggage, knapsacks, key fobs 25 - 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	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	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

COUNTRY	MARK	APP NO	REG NO	CLASS
US		75/221,936	2,128,829	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	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
AU	 THE TERRITORY AHEAD	727121	727121	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	18 - men's personal drawstring pouches, briefcases and toiletry cases sold empty

COUNTRY	MARK	APP NO	REG NO	CLASS
CN	 <p>THE TERRITORY AHEAD</p>	768870	768870	25 - clothing, namely, pants, knit tops, woven shirts, sweaters, jackets, boxer shorts, socks, ties scarves, belts, gloves
DE	 <p>THE TERRITORY AHEAD</p>	T3302025 WZ	2025286	<p>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</p> <p>18 - gloves; shoulder bags for men, briefcases and cases for toilet articles</p> <p>25 - dress, in particular trousers, knitting top parts, woven shirts, pullovers, jackets, boxer shorts, socks, neckties, collar protectors, belts</p> <p>35 - retail store and mail order catalog sales services in the fields of wearing apparel, luggage, personal accessories and related items</p> <p>12/2/11 - S. Nasr - remove from docket</p>
FR	 <p>THE TERRITORY AHEAD</p>	94512662	94512662	<p>18 - small bags for bandolier for men, briefcases, briefcases (leather), cases and boxes intended for containing computers, boxes intended for containing toiletries, leather products.</p> <p>25 - clothing, trousers, sports jerseys and knitted tops, shirts, pullovers, jackets, pants, socks, ties, belts (clothing), gloves (clothing)</p>
GB	 <p>THE TERRITORY AHEAD</p>	1556141	1556141	<p>18 - Men's personal drawstring pouches; briefcases; computer cases; toiletry cases; articles of leather or imitation leather</p> <p>9/22/10 - S. Nasr - allow to become abandoned.</p>
GB	 <p>THE TERRITORY AHEAD</p>	1556142	15596142	<p>25 - Waistcoats, coats, underwear, hats, trousers, jeans, knitwear, sweaters, shirts, jackets, boxer shorts, pants, socks, ties, scarves, belts and gloves</p> <p>9/22/10 - S. Nasr - allow to become abandoned.</p>

COUNTRY	MARK	APP NO	REG NO	CLASS
	THE TERRITORY AHEAD			
HK	 THE TERRITORY AHEAD	1754/1992	19940018 5	25 - clothing, footwear, headgear
HK	 THE TERRITORY AHEAD	13532/1993	19960712 9	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	16 - paper goods and printed matter
JP	 THE TERRITORY AHEAD	H07303705	4021522	25 - clothing
JP	 THE TERRITORY AHEAD	H02102347	2588383	25 - clothing

COUNTRY	MARK	APP NO	REG NO	CLASS
JP	 <p>THE TERRITORY AHEAD</p>	H07030704	4039532	18 - leather goods
MX	 <p>THE TERRITORY AHEAD</p>	195535	493500	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	 <p>THE TERRITORY AHEAD</p>	195533	475209	25 - wardrobe, specifically trousers, signals fabrics, shirts sweaters, bags, trousers shorts, socks, neckties, mascadas, belts and gloves
SG	 <p>THE TERRITORY AHEAD</p>	T9704612I	T9704612I	16 - Leather bound "blank" journals, and daily organizers; mail order catalogues in the field of wearing apparel, luggage, leather goods, personal accessories and related items
SG	 <p>THE TERRITORY AHEAD</p>	T9704613G	T9704613G	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

COUNTRY	MARK	APP NO	REC NO	CLASS
SG	 <p>THE TERRITORY AHEAD</p>	T9704614E	T9704614E	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	 <p>THE TERRITORY AHEAD</p>	T9704615C	T9704615C	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		18 - Backpacks, book bags, sports bags, bum bags, wallets and handbags
US	THREADS UP DESIGN	85/590,257		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