

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
MCCUBBIN HOSIERY, LLC		12/24/2013	LIMITED LIABILITY COMPANY: OKLAHOMA
RECEIVING PARTY DATA			
Name:	MCCUBBIN HOSIERY LLC		
Street Address:	5310 NW 5th Street		
City:	Oklahoma City		
State/Country:	OKLAHOMA		
Postal Code:	73127		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85298994	SOCKTOPIA	
CORRESPONDENCE DATA			
Fax Number:	2159791020		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-979-1191		
Email:	eorleman@duanemorris.com		
Correspondent Name:	Nicole K. McLaughlin, Duane Morris LLP		
Address Line 1:	30 S. 17th St.		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-4196		
ATTORNEY DOCKET NUMBER:	E8407-00007		
NAME OF SUBMITTER:	Nicole K. McLaughlin		
Signature:	/nkm/		

Date:

01/23/2014

Total Attachments: 4

source=McCubbin Hosiery Trademark Assignment#page1.tif

source=McCubbin Hosiery Trademark Assignment#page2.tif

source=McCubbin Hosiery Trademark Assignment#page3.tif

source=McCubbin Hosiery Trademark Assignment#page4.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered as of December 24, 2013 (the "Effective Date") by **MCCUBBIN HOSIERY, LLC**, an Oklahoma limited liability company (the "Assignor"), for the benefit of **MCCUBBIN HOSIERY LLC**, a Delaware limited liability company (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Agreement (as defined below).

WHEREAS, Assignor and the Assignee have entered into a certain Asset Purchase and Contribution Agreement dated as of December 24, 2013 (the "Agreement"); and

WHEREAS, Assignor is the owner of the right, title and interest in and to the trademarks listed in Schedule A (hereinafter called the "Marks"); and

WHEREAS, the Assignor has agreed to transfer, contribute and assign to the Assignee all of the Assignor's world-wide right, title and interest in and to the Assignor's trademarks, trademark registrations, trademark applications, servicemarks, trade names, business names, and brand names existing as of the Effective Date, including, without limitation, those set forth on the attached Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, in consideration of the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agrees as follows:

1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's world-wide right, title, and interest in and to the Marks, together with the goodwill associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Marks, for the Assignee's own use and enjoyment and for the use and enjoyment of the Assignee's successors, assigns, or other legal representatives. At the Assignee's expense, the Assignor agrees to give the Assignee and/or any person designated by the Assignee all reasonable assistance that may be required to perfect the rights granted herein.

2. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

3. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

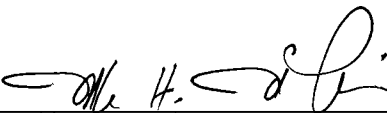
5. After the execution of this Assignment, at the request of the Assignee and at the Assignee's expense, but without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee the Marks, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Marks and to give full effect to this Assignment.

6. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of Law or conflicts of Laws rules or provision (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of a jurisdiction other than the State of Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first above written.

MCCUBBIN HOSIERY LLC

By: 
Name: Mark H. McCubbin
Title: Chairman

SCHEDULE A

Jurisdiction	Mark	Registration or Application Date	Reg. No.
United States	SOCKTOPIA	Application Date: April 19, 2011	Application Number: 85298994
Taiwan	SOCKTOPIA	Registration Date: January 1, 2013	Registration Number: 01557643
EU Community	SOCKTOPIA	Registration Date: February 28, 2013	Registration Number: 11280451