

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307690

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Plains Cotton Cooperative Association		06/06/2014	Non-Profit Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	American Textile Industries, LLC		
Street Address:	2865 North Berkeley Lake Road Suite 10		
City:	Duluth		
State/Country:	GEORGIA		
Postal Code:	30096		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4118582	SAFEDENIM	
Registration Number:	3623355	SAFEDENIM	
Registration Number:	3623354	SAFEDENIM	
Registration Number:	4144098	INNOVATION FROM FIELD TO FASHION	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3128622200		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	41912-126-RFS		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	06/16/2014		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of this 6th day of June, 2014 ("Effective Date") by and between Plains Cotton Cooperative Association, a Texas non-profit corporation ("Assignor"), and American Textile Industries, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Acquisition Agreement dated June 6, 2014 (the "Acquisition Agreement"); and

WHEREAS, pursuant to the Acquisition Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark applications and registrations described on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, contributes and conveys to Assignee its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR
Plains Cotton Cooperative Association

ASSIGNEE
American Textile Industries, LLC



Name: Wallace L. Darneille

Name: _____

Title: President and Chief Executive Officer

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNEE

American Textile Industries, LLC




Name: Stephen Presser

Title: President

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS/APPLICATIONS

Country	Trademark	App. No. / Date	Reg. No. / Date	Owner
USA	SAFEDENIM	85395844 8/11/2011	4118582 3/27/2012	American Cotton Growers, a division of Plains Cotton Cooperative Association
USA	SAFEDENIM 	76688402 4/7/2008	3623355 5/19/2009	American Cotton Growers, a division of Plains Cotton Cooperative Association
USA	SAFEDENIM	76688401 4/7/2008	3623354 05/19/2009	American Cotton Growers, a division of Plains Cotton Cooperative Association
USA	Innovation from Field to Fashion	85290591 4/8/2011	4144098 05/15/2012	Plains Cotton Cooperative Association
Guatemala	DMX	0171747 5/5/2014		Plains Cotton Cooperative Association
Guatemala	LAM!	0171746 5/5/2014		Plains Cotton Cooperative Association
Guatemala	PITH	0171748 5/5/2014		Plains Cotton Cooperative Association