

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM319240

|                                   |  |   |                      |
|-----------------------------------|--|---|----------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT                                     |   |                      |
| <b>NATURE OF CONVEYANCE:</b>      | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |   |                      |
| <b>CONVEYING PARTY DATA</b>       |  |   |                      |
| <b>Name</b>                       | <b>Formerly</b>                                    | <b>Execution Date</b>                   | <b>Entity Type</b>   |
| Riverside Manufacturing Company   |  | 09/26/2014                              | CORPORATION: GEORGIA |
| <b>RECEIVING PARTY DATA</b>       |  |   |                      |
| <b>Name:</b>                      | Affinity RMC, Inc.                                 |   |                      |
| <b>Street Address:</b>            | 1202 E. Dayton Yellow Springs Road                 |   |                      |
| <b>City:</b>                      | Fairborn   |   |                      |
| <b>State/Country:</b>             | OHIO   |   |                      |
| <b>Postal Code:</b>               | 45324  |   |                      |
| <b>Entity Type:</b>               | CORPORATION: DELAWARE                              |   |                      |
| <b>PROPERTY NUMBERS Total: 26</b> |  |   |                      |
| <b>Property Type</b>              | <b>Number</b>                                      | <b>Word Mark</b>                        |                      |
| <b>Registration Number:</b>       | 2866261  | A WORLD OF SERVICE                      |                      |
| <b>Registration Number:</b>       | 3534837  |   |                      |
| <b>Registration Number:</b>       | 2864653  | DURATION                                |                      |
| <b>Registration Number:</b>       | 3000087  | DURATION DESIGNED FOR AND BY COPS       |                      |
| <b>Registration Number:</b>       | 3130371  | DURAWICK                                |                      |
| <b>Registration Number:</b>       | 3009176  | EXECUTIVE COLLECTION                    |                      |
| <b>Registration Number:</b>       | 4552199  | FAIR SHARE                              |                      |
| <b>Registration Number:</b>       | 1348011  | FLEXBAC                                 |                      |
| <b>Registration Number:</b>       | 3668510  | FR                                      |                      |
| <b>Registration Number:</b>       | 4404361  | G. A. RIVERS                            |                      |
| <b>Registration Number:</b>       | 2741419  | MADE IN THE USA YOUR SOURCE FOR QUALITY |                      |
| <b>Registration Number:</b>       | 3714575  | MASTERLINER                             |                      |
| <b>Registration Number:</b>       | 2691563  | RIGHT IMAGE                             |                      |
| <b>Registration Number:</b>       | 2751001  | RIGHT IMAGE BY RIVERSIDE                |                      |
| <b>Registration Number:</b>       | 2321811  |   |                      |
| <b>Registration Number:</b>       | 2321812  | RIVERSIDE                               |                      |
| <b>Registration Number:</b>       | 3601701  | RIVERSIDE                               |                      |
| <b>Registration Number:</b>       | 2988685  | RIVERSIDE                               |                      |
| <b>Registration Number:</b>       | 0624108  | RIVERSIDE MASTERBILT                    |                      |
| <b>TRADEMARK</b>                  |  |   |                      |

CH \$665.00 2866261

| Property Type        | Number   | Word Mark                                |
|----------------------|----------|--|
| Registration Number: | 3671770  | RIVERSIDE PROTECTIVE APPAREL FR          |
| Serial Number:       | 85606593 | RIVERSIDE THE CLOTHES YOU WANT TO WEAR   |
| Registration Number: | 1142634  | RIVERSIDE"WE CLOTHE THE WORLD WITH QUALI |
| Registration Number: | 3605620  | RIVERSIDE YOUR SOURCE FOR QUALITY UNIFOR |
| Registration Number: | 2360155  | RIVERSIDERS                              |
| Registration Number: | 1873941  | WE CLOTHE THE WORLD WITH QUALITY         |
| Registration Number: | 2737525  | YOUR SOURCE FOR QUALITY UNIFORMS         |

**CORRESPONDENCE DATA**

**Fax Number:** 3128622200

*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.*

**Phone:** 312-862-6371

**Email:** renee.prescan@kirkland.com

**Correspondent Name:** Renee Prescan

**Address Line 1:** 300 North LaSalle Street

**Address Line 2:** Kirkland & Ellis LLP

**Address Line 4:** Chicago, ILLINOIS 60654

|                                |                    |
|--------------------------------|--------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 17218-3 RMP        |
| <b>NAME OF SUBMITTER:</b>      | Renee M. Prescan   |
| <b>SIGNATURE:</b>              | /Renee M. Prescan/ |
| <b>DATE SIGNED:</b>            | 10/06/2014         |

**Total Attachments: 10**

- source=Affinity\_Riverside - Intellectual Property Assignment Agreement (EXECUTED) (2)#page1.tif
- source=Affinity\_Riverside - Intellectual Property Assignment Agreement (EXECUTED) (2)#page2.tif
- source=Affinity\_Riverside - Intellectual Property Assignment Agreement (EXECUTED) (2)#page3.tif
- source=Affinity\_Riverside - Intellectual Property Assignment Agreement (EXECUTED) (2)#page4.tif
- source=Affinity\_Riverside - Intellectual Property Assignment Agreement (EXECUTED) (2)#page5.tif
- source=Affinity\_Riverside - Intellectual Property Assignment Agreement (EXECUTED) (2)#page6.tif
- source=Affinity\_Riverside - Intellectual Property Assignment Agreement (EXECUTED) (2)#page7.tif
- source=Affinity\_Riverside - Intellectual Property Assignment Agreement (EXECUTED) (2)#page8.tif
- source=Affinity\_Riverside - Intellectual Property Assignment Agreement (EXECUTED) (2)#page9.tif
- source=Affinity\_Riverside - Intellectual Property Assignment Agreement (EXECUTED) (2)#page10.tif

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (this "Agreement"), dated as of September 26, 2014, by and among Affinity RMC, Inc., a Delaware corporation ("Assignee"), and Riverside Manufacturing Company, a Georgia corporation ("Assignor"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignee, Assignor, Affinity Specialty Apparel, Inc., and the other parties related to Assignor listed on the signature pages thereof (the "Purchase Agreement").

**RECITALS**

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of September 26, 2014, by and between Assignee, Assignor, Affinity Specialty Apparel, Inc., and the other parties related to Assignor listed on the signature pages thereof (the "Purchase Agreement"); and

WHEREAS, pursuant to such Purchase Agreement, among other things, Assignor sold, assigned, transferred and conveyed to Assignee all of Assignor's right, title and interest in and to all Intellectual Property of the Assignor, including the patents, and registered trademarks and applications for trademark registrations set forth on Schedule 1 attached hereto (collectively, the "Registered Intellectual Property");

NOW, THEREFORE, in consideration for the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby transfers, assigns, conveys and delivers to Assignee all of its right, title and interest worldwide in, to and under the Registered Intellectual Property, together with the goodwill of the business symbolized thereby or associated therewith and any rights to sue and collect for any past, present or future infringement, misappropriation or unauthorized use thereof, the same to be held and enjoyed hereinafter by Assignee for its own use and for the use of its successors and assigns (collectively, the "Assigned Intellectual Property"). Assignor shall provide to Assignee, its successors, assigns or other representatives such prompt cooperation and assistance as may be reasonably required in connection with effectuating the purposes of this Agreement (including by executing and delivering affidavits, declarations, oaths, exhibits, assignments, powers of attorney and other documentation to perfect Assignee's right, title and interest in, to and under the Assigned Intellectual Property).

2. Purchase Agreement. This Agreement has been executed and delivered by Assignee and Assignor pursuant to, and in accordance with, the Purchase Agreement. This Agreement is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement (including, but not limited to, the representations, warranties, and covenants set forth in the Purchase Agreement), all of which are incorporated herein by reference. In the event of any conflict between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein will be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

3. Successors and Assigns; Amendments. This Agreement shall be binding upon and inure to the parties hereto, and their permitted successors in interest and assigns. This Agreement may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto.

4. Headings. The section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

5. Counterparts. This Agreement may be executed in one or more counterparts (including via facsimile or other electronic transmission), each of which shall be deemed an original and all of which shall constitute one and the same agreement.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed entirely within the state without regard to principles of conflicts of law.

7. Severability. If any provision of this Agreement shall be declared void or unenforceable by a judicial or administrative authority, the validity of any other provision and of the entire Agreement shall not be affected thereby and to such end the provisions of this Agreement are agreed to be severable.


8. Further Assurances. Each party hereto shall, from time to time upon the other party's reasonable request and without additional consideration, execute and deliver such additional documents and take all such further action as may be necessary or desirable to consummate and make effective the transactions contemplated by this Agreement.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be duly executed as of the date first written above.

**ASSIGNOR**

By: Riverside Manufacturing Company

By:   
Name: ELIZABETH V. ZEMAN  
Title: PRESIDENT & CEO

**ASSIGNEE**

By: Affinity RMC, Inc.

By:   
Name: Michael DiMino  
Title: Chief Executive Officer

*[Signature Page to Intellectual Property Assignment Agreement]*



**SCHEDULE 1**








**REGISTERED INTELLECTUAL PROPERTY**

Patents:



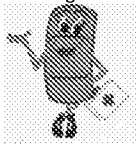


| <b>Title</b>                              | <b>Jurisdiction</b> | <b>Applic. No./<br/>Filing Date</b> | <b>Pub. No./<br/>Pub. Date</b> | <b>Patent No./<br/>Issue Date</b> |
|---|---------------------|-------------------------------------|--------------------------------|-----------------------------------|
| Breathable, vented, flame resistant shirt | U.S.                | 11/401617<br>4/11/2006              | 20070245443                    | 7578005<br>8/25/2009              |
| Breathable, vented, flame-resistant shirt | U.S.                | 12/545344<br>8/21/2009              | 20100043116                    | 8011020<br>9/6/2011               |
| Shirt with reinforced front               | U.S.                | 11/118888<br>5/2/2005               | 20060242750                    | —                                 |
| Shirt with reinforced front               | U.S.                | 12/433352<br>4/30/2009              | 20090205101                    | 7987521<br>8/2/2011               |
| Shirt with reinforced front               | U.S.                | 13/188906<br>7/22/2011              | 20110271419                    | —                                 |

Trademark Registrations and Applications for Registration:






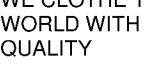
| <b>Mark</b>   | <b>Jurisdiction</b> | <b>Serial No./<br/>Filing Date</b> | <b>Reg. No./<br/>Reg. Date</b> |
|---|---------------------|------------------------------------|--------------------------------|
| RIVERSIDE WE CLOTH THE WORLD WITH QUALITY and Design<br> | Argentina           | 2583402<br>4/13/2005               | 2075360<br>3/27/2006           |
| RIVERSIDE WE CLOTH THE WORLD WITH QUALITY and Design<br> | Benelux             | 54067<br>8/12/1985                 | 411871                         |
| RIVERSIDE MASTERBILT  | Bermuda             | 8298<br>8/22/1977                  | —                              |
| RIVERSIDE WE CLOTHE THE WORLD and Design  | Bolivia             | 1549-1992<br>6/24/1992             | 58170<br>3/21/1995             |

| Mark   | Jurisdiction | Serial No./<br>Filing Date | Reg. No./<br>Reg. Date  |
|--|--------------|----------------------------|-------------------------|
| RIVERSIDE WE<br>CLOTH THE WORLD<br>WITH QUALITY and<br>Design<br>   | Canada       | 541276<br>5/3/1985         | TMA318320<br>9/12/1986  |
| RIVERSIDE WE<br>CLOTH THE WORLD<br>WITH QUALITY and<br>Design<br>   | France       | INPI754988<br>8/8/1985     | 1319823                 |
| RIVERSIDE WE<br>CLOTH THE WORLD<br>WITH QUALITY and<br>Design<br>   | Germany      | R43026<br>4/16/1985        | 1084884<br>11/26/1985   |
| RIVERSIDE WE<br>CLOTH THE WORLD<br>WITH QUALITY and<br>Design<br> | Ireland      | 115871<br>4/15/1985        | 115871                  |
| RIVERSIDE WE<br>CLOTH THE WORLD<br>WITH QUALITY and<br>Design<br> | Japan        | H05-102342<br>10/12/1993   | 4143953<br>5/8/1998     |
| RIVERSIDE WE<br>CLOTH THE WORLD<br>WITH QUALITY and<br>Design<br> | Mexico       | 141827<br>6/11/1992        | 444144<br>10/14/1993    |
| RIVERSIDE and Design<br>  | Peru         | 166175-2002<br>5/27/1992   | PI0100372<br>11/11/1992 |



| Mark   | Jurisdiction | Serial No./<br>Filing Date | Reg. No./<br>Reg. Date |
|--|--------------|----------------------------|------------------------|
| RIVERSIDE WE<br>CLOTH THE WORLD<br>WITH QUALITY and<br>Design<br> | Portugal     | 231139<br>8/12/1985        | 231139<br>1/2/1992     |
| RIVERSIDE WE<br>CLOTH THE WORLD<br>WITH QUALITY and<br>Design<br> | Switzerland  | 4780/1985<br>8/7/1985      | 343403                 |
| A WORLD OF<br>SERVICE  | U.S.         | 76/512610<br>4/21/2003     | 2866261<br>7/27/2004   |
| Bandage Design<br>  | U.S.         | 77/20562<br>6/14/2007      | 3534837<br>11/18/2008  |
| DURATION   | U.S.         | 76/535503<br>7/28/2003     | 2864653<br>7/20/2004   |
| DURATION and<br>Design<br>                                      | U.S.         | 76/593662<br>5/20/2004     | 3000087<br>5/20/2004   |
| DURAWICK   | U.S.         | 76/613380<br>9/27/2004     | 3130371<br>8/15/2006   |
| EXECUTIVE<br>COLLECTION  | U.S.         | 76/527553<br>7/3/2003      | 3009176<br>10/25/2005  |
| FAIR SHARE   | U.S.         | 85/569314<br>3/14/2012     | 4552199<br>6/17/2014   |
| FLEXBAC  | U.S.         | 73/369667<br>6/14/1982     | 1348011<br>7/9/1985    |
| FR and Design<br>   | U.S.         | 77/527891<br>7/22/2008     | 3668510<br>8/18/2009   |
| G. A. RIVERS   | U.S.         | 85/646799<br>6/8/2012      | 4404361<br>9/17/2013   |

| Mark   | Jurisdiction | Serial No./<br>Filing Date | Reg. No./<br>Reg. Date |
|--|--------------|----------------------------|------------------------|
| MADE IN THE USA and<br>Design<br>                         | U.S.         | 76/425021<br>6/24/2002     | 2741419<br>7/29/2003   |
| MASTERLINER  | U.S.         | 77/697546<br>3/24/2009     | 3714575<br>11/24/2009  |
| RIGHT IMAGE  | U.S.         | 76/263500<br>5/30/2001     | 2691563<br>2/25/2003   |
| RIGHT IMAGE BY<br>RIVERSIDE and Design<br>                | U.S.         | 76/263449<br>5/30/2001     | 2751001<br>8/12/2003   |
| River Design<br>  | U.S.         | 75/673640<br>4/2/1999      | 2321811<br>2/22/2000   |
| RIVERSIDE  | U.S.         | 75/673641<br>4/2/1999      | 2321812<br>2/22/2000   |
| RIVERSIDE and Design<br>                                | U.S.         | 77/541204<br>8/7/2008      | 3601701<br>4/7/2009    |
| RIVERSIDE and Design<br>                                | U.S.         | 76/593311<br>5/20/2004     | 2988685<br>8/30/2005   |
| RIVERSIDE<br>MASTERBILT and<br>Design<br>               | U.S.         | 71/684760<br>4/1/1955      | 0624108<br>3/27/195    |
| RIVERSIDE<br>PROTECTIVE<br>APPAREL FR and<br>Design<br> | U.S.         | 77/522209<br>8/25/2009     | 3671770<br>8/25/2009   |

| Mark  | Jurisdiction   | Serial No./<br>Filing Date | Reg. No./<br>Reg. Date |
|---|----------------|----------------------------|------------------------|
| RIVERSIDE THE CLOTHES YOU WANT TO WEAR and Design<br>      | U.S.           | 85/606593<br>4/24/2012     | —                      |
| RIVERSIDE WE CLOTH THE WORLD WITH QUALITY and Design<br>   | U.S.           | 73/177425<br>7/7/1978      | 1142634<br>12/9/1980   |
| RIVERSIDE YOUR SOURCE FOR QUALITY UNIFORMS and Design<br>  | U.S.           | 77/560160<br>9/2/2008      | 3605620<br>4/14/2009   |
| RIVERSIDERS   | U.S.           | 75/767694<br>8/4/1999      | 2360155<br>6/20/2000   |
| WE CLOTHE THE WORLD WITH QUALITY  | U.S.           | 74/477343<br>1/7/1994      | 1873941<br>1/17/1995   |
| YOUR SOURCE FOR QUALITY UNIFORMS  | U.S.           | 76/108611<br>8/11/2000     | 2737525<br>7/15/2003   |
| RIVERSIDE WE CLOTH THE WORLD WITH QUALITY and Design<br> | United Kingdom | B1244936<br>6/27/1985      | B1244936<br>6/27/1985  |
| RIVERSIDE WE CLOTH THE WORLD WITH QUALITY and Design<br> | Venezuela      | 2009-005301<br>3/31/2009   |                        |
| RIVERSIDE WE CLOTHE THE WORLD WITH QUALITY<br>           | Venezuela      | 2009-003530<br>3/6/2009    | P302336<br>2/26/2010   |
| WE CLOTHE THE WORLD WITH QUALITY  | Venezuela      | 2009-005720<br>4/3/2009    |                        |

| Mark                                   | Jurisdiction | Serial No./<br>Filing Date | Reg. No./<br>Reg. Date |
|--|--------------|----------------------------|------------------------|
| WE CLOTHE THE<br>WORLD WITH<br>QUALITY | Venezuela    | 2009-004984<br>3/26/2009   |                        |