

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323279

<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>
FO Holdings, LLC		05/13/2013	LIMITED LIABILITY COMPANY: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hat World, Inc.		
<b>Street Address:</b>	7555 Woodland Drive		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46278		
<b>Entity Type:</b>	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3908768	FAN OUTFITTERS	
<b>Registration Number:</b>	4379980	AIR RAID	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045413372		
<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>			
<b>Phone:</b>	404-815-6500		
<b>Email:</b>	brook@kilpatricktownsend.com, tadmin@kilpatricktownsend.com		
<b>Correspondent Name:</b>	William H. Brewster		
<b>Address Line 1:</b>	1100 Peachtree Street, Suite 2800		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	56672/923912/923913		
<b>NAME OF SUBMITTER:</b>	Beth Rook		
<b>SIGNATURE:</b>	/Beth Rook/		
<b>DATE SIGNED:</b>	11/14/2014		
<b>Total Attachments: 4</b>			
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TRADEMARK

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of this 13th day of May, 2013 by and between FO Holdings, LLC, a Kentucky limited liability company ("Assignor"), and Hat World, Inc., a Minnesota corporation ("Assignee"). Assignor and Assignee are each referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Assignor and Assignee are parties, among others, to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignee acquired all rights, title, and interests in and to certain trademarks, trademark applications, service marks, logos, and trade names, including, without limitation, the trademarks, trademark applications, and service marks identified on Schedule I attached hereto and incorporated by this reference (collectively, the "Marks"); and

WHEREAS, the Parties desire to enter into this Assignment to effect the purposes contemplated by the Purchase Agreement and for the purposes of assigning the Marks and all goodwill related to or symbolized by such Marks from Assignor to Assignee.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

1. Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee, and Assignee hereby accepts, all rights, title, and interests in and to the Marks, throughout the world, together with the goodwill of the business symbolized by the Marks, including, without limitation, any extensions and renewals of the Marks, any and all causes of action and other rights assertable under the Marks, the right to sue third parties for infringement and/or dilution of the Marks, the right to assume any licenses connected with the Marks, and the right to enjoy all of the monetary benefits obtained as a result of any litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
2. At any time on or after the date of this Assignment, Assignor agrees to execute and deliver all such further transfers, assignments, conveyances and assurances and take or cause to be taken such actions as may reasonably be requested by the Assignee to obtain the full benefit of this Assignment. Assignor further covenants that Assignee will, upon reasonable request and without further consideration, be provided promptly with all pertinent facts, documents and specimens relating to the Marks and all legal equivalents as may be known or accessible to Assignor.
3. Assignor acknowledges that Assignor shall have no right to receive any royalty, fee or other share of income or revenue that may be received by Assignee from the use, sale, license, or any other transfer or exploitation of the Marks. Assignor shall discontinue all use of the Marks at Closing (as such term is defined in the Purchase Agreement).
4. This Assignment is absolute, exclusive and irrevocable.
5. This Assignment (together with the Purchase Agreement and the other agreements incorporated thereby) constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements and understandings (including term sheets), both written and oral, among the Parties with respect to the subject matter hereof. This Assignment may be amended, modified or supplemented only by a written agreement signed by Assignor and Assignee.

IN WITNESS WHEREOF, the Parties have duly caused the execution of this Trademark Assignment by their duly authorized representative or officer, as of the day and year first above written to be effective as of the Closing.

Assignor: FO Holdings, LLC

By: *Stephen Dawahere*  
Name: Stephen Dawahere  
Title: Manager of Visionary Services, LLC, the  
Sole Manager

Assignee: Hat World, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have duly caused the execution of this Trademark Assignment by their duly authorized representative or officer, as of the day and year first above written to be effective as of the Closing.

Assignor: FO Holdings, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Assignee: Hat World, Inc.

By: [Signature]  
Name: Ken Kacher  
Title: President

SCHEDULE I

TRADEMARKS

MARK	REGISTRANT	JURISDICTION	APPLICATION NO./ REGISTRATION NO.	FILING DATE/ REG. DATE
FAN OUTFITTERS	FO Holdings, LLC	United States	3,908,768	
AIR RAID	FO Holdings, LLC	United States	85/811,396	