

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM325111

<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>
Locker Marketing, LLC		09/01/2014	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Exquisite Apparel Corp.		
<b>Street Address:</b>	350 5th Ave		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10118		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1513658	MEDALIST	
<b>Registration Number:</b>	2905304	MEDALIST ANTI-ODORGEAR	
<b>Registration Number:</b>	2905303	MEDALIST BUGPROOF-GEAR	
<b>Registration Number:</b>	3157004	MEDALIST HARDWEAR	
<b>Registration Number:</b>	3167773	MEDALIST HARDWEAR	
<b>Registration Number:</b>	2929307	MEDALIST HUNTGEAR	
<b>Registration Number:</b>	3170866	MEDALIST TACTICAL SHIELD	
<b>Registration Number:</b>	3170864	MEDALIST TACTICAL SHIELD	
<b>Registration Number:</b>	1326007	NORTHWEST PASSAGE	
<b>Registration Number:</b>	3063408	SILVERMAX	
<b>Serial Number:</b>	86022349	ZEOMAX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	linernunez@soferharoun.com		
<b>Correspondent Name:</b>	Sofer & Haroun, LLP		
<b>Address Line 1:</b>	215 Lexington Ave		
<b>Address Line 2:</b>	STE. 1301		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
		<b>TRADEMARK</b>	

CH \$290.00 1513658

<b>ATTORNEY DOCKET NUMBER:</b>	567-137-147
<b>NAME OF SUBMITTER:</b>	Joseph Sofer
<b>SIGNATURE:</b>	/Joseph Sofer/
<b>DATE SIGNED:</b>	12/04/2014
<b>Total Attachments: 3</b> source=Exhibit E Assignment 1214#page1.tif source=Exhibit E Assignment 1214#page2.tif source=Exhibit E Assignment 1214#page3.tif	

## EXHIBIT E

### Trademark Assignment

This Trademark Assignment ("Assignment") is executed and delivered as of the 15<sup>th</sup> day of September, 2014 (the "Effective Date"), by and between **LOCKER MARKETING, LLC**, a limited liability company organized and existing under the laws of the Commonwealth of Pennsylvania, with an address of 2201 North Front Street, Harrisburg, Pennsylvania 17110 ("Assignor"), and **EXQUISITE APPAREL CORP.**, a corporation organized and existing under the laws of the State of New York, with an address of 350 5<sup>th</sup> Avenue, New York, New York 10118. ("Assignee").

WHEREAS, ASSIGNOR is the owner of the U.S. trademarks (the "Trademarks") listed in Schedule A, together with all of the property, right, title, and interest in and to the Trademarks, including all common law rights connected therein, and together with the goodwill of the business relating to the goods and services in respect of which the Trademark is used, and all rights therein at common law in the United States (the "Property"); and

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its rights, title, and interest in and to the Trademarks and the Property; and

WHEREAS, ASSIGNEE desires to assume all of ASSIGNOR'S rights, title, and interest in and to the Trademarks and the Property.

NOW, THEREFORE, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE and ASSIGNEE hereby assumes all of ASSIGNOR'S rights, title, and interest of whatever kind in and to:

(1) the Trademarks and the, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to file any registrations included in the Trademarks, the right to apply for trademark registrations within the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by ASSIGNEE as fully and entirely as said interest could have been held and enjoyed by ASSIGNOR had this sale, assignment, transfer, and conveyance not been made;

(2) the goodwill of the business relating to the Products in the United States in connection with which the Trademark is used;

(3) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Trademarks or the Property, including, without limitation, damages and payments for past or future infringements and misappropriations of same;

(4) all rights to sue for past, present, and future infringements or misappropriations of the Trademarks or the Property.

ASSIGNOR agrees to further execute any documents reasonably necessary at any time now or in the future to effect and/or perfect this assignment or to confirm ASSIGNEE'S ownership of the Trademarks.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, vesting, and asserting in ASSIGNEE full right, title, and interest in the Trademarks and the Property.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Certificate to be executed and delivered in their respective names by a duly authorized officer or representative as of the 1st day of September, 2014.

ASSIGNOR:

LOCKER MARKETING, LLC

By: Josh Gray

Print Name: Josh Gray

Title: Managing Partner/Member

ASSIGNEE:

EXQUISITE APPAREL CORP.

By: Chris Van Hise

Print Name: Chris Van Hise

Title: CEO

**Schedule A**  
**To Exhibit E**

Medalist	Reg. No. 1513658
Medalist Anti-Odorgear	Reg. No. 2905304
Medalist Bugproof Gear	Reg. No. 2905303
Medalist Hardware	Reg. No. 3157004
Medalist Hardware & Design	Reg. No. 3167773
Medalist Huntgear	Reg. No. 2929307
Medalist Tactical Shield & Design	Reg. No. 3170866
Medalist Tactical Shield	Reg. No. 3170864
Northwest Passage	Reg. No. 1326007
Silvermax	Reg. No. 3063408
Zeomax	Serial No. 86022349