

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM334385

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
To The Game, LLC		03/02/2015	LIMITED LIABILITY COMPANY: GEORGIA

## RECEIVING PARTY DATA

<b>Name:</b>	David Peyser Sportswear, Inc.
<b>Street Address:</b>	90 Spence Street
<b>City:</b>	Bay Shore
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11706
<b>Entity Type:</b>	CORPORATION: NEW YORK

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1495869	G
Registration Number:	1489462	
Registration Number:	2275077	
Registration Number:	2576773	
Registration Number:	3564708	
Registration Number:	3733344	
Registration Number:	3030061	G GIRL EXCLUSIVELY BY THE GAME
Registration Number:	1410919	THE GAME
Registration Number:	1561018	THE GAME
Serial Number:	85844989	AMERICAN THREADS EST. 1986

## CORRESPONDENCE DATA

Fax Number: 2126436500

*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: 2126437000

Email: rweeks@sillscummis.com

Correspondent Name: Rita Weeks

Address Line 1: Sills Cummis &amp; Gross P.C. 101 Park Ave.

CH \$265.00 1495869

<b>Address Line 4:</b>	New York, NEW YORK 10178
<b>ATTORNEY DOCKET NUMBER:</b>	09910752-000001
<b>NAME OF SUBMITTER:</b>	Rita Weeks
<b>SIGNATURE:</b>	/Rita Weeks/
<b>DATE SIGNED:</b>	03/09/2015
<b>Total Attachments: 3</b> source=Executed - Trademark Assignment#page1.tif source=Executed - Trademark Assignment#page2.tif source=Executed - Trademark Assignment#page3.tif	

## TRADEMARK AND SERVICE MARK ASSIGNMENT

This Trademark and Service Mark Assignment (this "Assignment") is effective as of March 2, 2015, between To The Game, LLC, a Georgia limited liability company ("Assignor") and David Peyser Sportswear, Inc., a New York corporation ("Assignee").

In consideration of the mutual promises, covenants, and agreements contained in the Asset Purchase Agreement effective as of the date of this Assignment to which Assignor and Assignee are parties, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers, and conveys to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to each of the trade names, trademarks and service marks identified in **Schedule A** attached to this Assignment, and all formatives thereof, including each of the trademark applications identified therein as well as any registrations issuing thereon (collectively, the "Trademarks"), and all common law rights related to the Trademarks, and any rights of any kind whatsoever of Assignor arising under any of the foregoing provided by any applicable law of any jurisdiction throughout the world, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, including the right to sue, either at law or equity, and recover for damages and profits and all other remedies for past and future infringement thereof.

2. Assignor covenants that it will do, execute, and deliver, or will cause to be done, executed, and delivered all such further acts or documentation as Assignee may reasonably require to perfect Assignee's sole and exclusive right, title, and interest in and to the Trademarks, including, without limitation, executing any foreign trademark assignments and executing any powers of attorney required record such foreign trademark assignments, and coordinating with Assignor's relevant predecessors-in-interest to the Trademarks to accomplish the assignment and recordation of foreign trademark assignments

3. This Assignment shall be construed in accordance with the laws of the State of Georgia, without regard to the principles of conflict of laws thereunder.

**TO THE GAME, LLC**



By: Deborah H. Merrill  
Title: Vice President, CFO & Treasurer

**DAVID PEYSER SPORTSWEAR, INC.**

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

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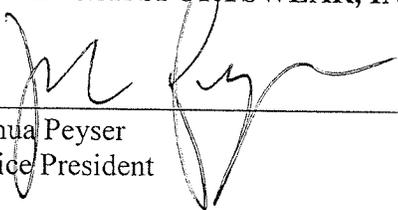
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3. This Assignment shall be construed in accordance with the laws of the State of Georgia, without regard to the principles of conflict of laws thereunder.

**TO THE GAME, LLC**

\_\_\_\_\_  
By: Deborah H. Merrill  
Title: Vice President, CFO & Treasurer

**DAVID PEYSER SPORTSWEAR, INC.**

  
\_\_\_\_\_  
By: Joshua Peyser  
Title: Vice President

## **SCHEDULE A**

### **Trademarks**

1. G Design – U.S. Trademark Registration No. 1,495,869
2. Circle Design - U.S. Trademark Registration No. 1,489,462
3. Split Bar Design – U.S. Trademark Registration No. 2,275,077
4. Two-Bar Design – U.S. Trademark Registration No. 2,576,773
5. Three-Bar Design – U.S. Trademark Registration No. 3,564,708
6. Two-Bar Design – U.S. Trademark Registration No. 3,733,344
7. G GIRL EXCLUSIVELY BY THE GAME & Design - U.S. Trademark Registration No. 3,030,061
8. THE GAME - U.S. Trademark Registration No. 1,410,919
9. The GAME (stylized) - U.S. Trademark Registration No. 1,561,018
10. AMERICAN THREADS EST. 1986 & Design - U.S. Trademark Application Serial No. 85/844989
11. G The Game logo - Canada Trademark Registration No. TMA424085
12. G The Game logo - China Trademark Registration No. 612830
13. G The Game logo - Japan Trademark Registration No. 2693238
14. G The Game logo - Mexico Trademark Application No. 020439
15. G The Game logo – New Zealand Trademark Registration No. 227595