

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM337757

<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>
KNIGHTS APPAREL, INC.		04/06/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALTA GRACIA HOLDCO, INC.		
<b>Street Address:</b>	5475 NORTH BLACKSTOCK ROAD		
<b>City:</b>	SPARTANBURG		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29303		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86114131	LIFE CHANGING APPAREL	
<b>Registration Number:</b>	4056907	ALTA GRACIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126095005		
<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>	312-609-7943		
<b>Email:</b>	skowalski@vedderprice.com		
<b>Correspondent Name:</b>	Sylvia Kowalski		
<b>Address Line 1:</b>	222 North LaSalle Street - 24th Floor		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	44155.00.0009-D. TURNER		
<b>NAME OF SUBMITTER:</b>	Sylvia Kowalski		
<b>SIGNATURE:</b>	/Sylvia Kowalski/		
<b>DATE SIGNED:</b>	04/09/2015		
<b>Total Attachments: 4</b>			
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**ASSIGNMENT OF TRADEMARKS**

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of April 6, 2015, by Knights Apparel, Inc., a Delaware corporation ("Assignor"), to Alta Gracia Holdco, Inc., a Delaware corporation ("Assignee"). Capitalized terms used but not defined herein shall be as defined in the Assignment and Assumption Agreement (as defined below).

**RECITALS**

The Assignee and Assignor are parties to that certain Assignment and Assumption Agreement, dated as of the date hereof (the "Assignment and Assumption Agreement"), pursuant to which the parties have agreed that Assignor shall assign, transfer, convey and deliver to Assignor all right, title and interest of Assignor in and to the Transferred Assets, including without limitation, the trademarks and related trademark registration and application listed on Schedule A annexed hereto and incorporated herein by reference (the "Trademarks").

In accordance therewith, Assignor desires to transfer and assign to the Assignee, and the Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Transfer. Assignor, for and in exchange for good and valuable consideration, does hereby transfer, convey, assign, and deliver to Assignee all of Assignor's right, title, and interest in and to the Trademarks, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business associated therewith, all rights to sue for infringement of any of the Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor, had this Assignment not been made.

2. Further Assurances. Assignor shall execute and deliver such additional instruments, documents and other writings as may be reasonably requested by Assignee, in order to confirm and carry out and to effectuate fully the intent and purposes of this Assignment.

3. Acknowledgment of Rights. In furtherance of this Assignment, Assignor hereby acknowledges that, from this date forward, the Assignee has succeeded to all of Assignor's right, title, and standing to:

(a) receive all rights and benefits pertaining to the Trademarks;

(b) institute and prosecute all suits and proceedings, and take all actions that Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all of the Trademarks; and

(c) defend and compromise any and all such actions, suits, or proceedings relating to such Trademarks, and do all other such acts and things in relation thereto as Assignee, in its sole discretion, deems advisable.

Notwithstanding the foregoing in Sections 1, 2 and 3 of this Assignment, it is understood that no assets of Assignor or Knights Holdco, Inc. other than the Trademarks are being transferred, assigned, conveyed or delivered to Assignee under this Assignment.

4. No Representations and Warranties. Assignor makes no representation or warranty whatsoever (including, without limitation, any representation or warranty with respect to title or merchantability or fitness for any particular purpose), express or implied, at law or in equity, with respect to the Trademarks, this Assignment and the transactions contemplated hereby. Assignee hereby acknowledges and agrees that Assignee is purchasing the Trademarks on an “as-is, where-is” basis.

5. Governing Law. This Assignment shall be governed in all respects by the substantive laws of the State of Delaware, without regard to choice of law principles.

6. Binding Nature. This Assignment shall be binding upon and inure to the benefit of the parties hereto without limitation, and their successors and assigns.

7. Counterparts. This Assignment may be executed in one or more counterparts (which may include counterparts delivered by facsimile or other electronic means), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

8. Entire Agreement. This Assignment is intended to effectuate the terms of the Assignment and Assumption Agreement; in the event of any inconsistency, ambiguity or conflict between the terms herein and the Assignment and Assumption Agreement, the terms of the Assignment and Assumption Agreement shall prevail.

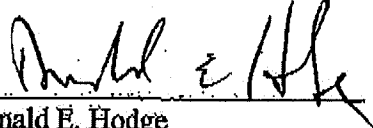
**[SIGNATURE PAGE FOLLOWS]**

*Signature Page to Assignment of Trademarks*

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Assignment as of the date first above written.

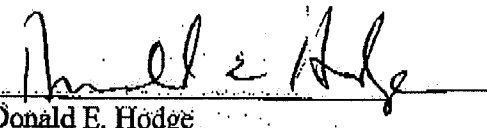
**ASSIGNOR:**

**KNIGHTS APPAREL, INC.,** a Delaware corporation

By:   
Name: Donald E. Hodge  
Title: President

**ASSIGNEE:**

**ALTA GRACIA HOLDCO, INC.,** a Delaware corporation

By:   
Name: Donald E. Hodge  
Title: President

**SCHEDULE A**

**Trademarks:**

<b>Trademark</b>	<b>Registration / Serial Number</b>	<b>Registration Date/ Filing Date</b>
LIFE CHANGING APPAREL	SN: 86/114,131	11/8/2013
LIFE CHANGING APPAREL		
ALTA GRACIA	RN: 4,056,907	11/15/2011
ALTA GRACIA	SN: 77/913,018	1/15/2010