

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341563

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DragonTech, LLC		04/24/2015	LIMITED LIABILITY COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	DragonTech Apparel, LLC		
Street Address:	1202 E. Dayton Yellow Springs Road		
City:	Fairburn		
State/Country:	OHIO		
Postal Code:	45324		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85374292	DRAGONTECH	
Registration Number:	4336361	DRAGONTECH	
Serial Number:	85445777	D	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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>			
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		
ATTORNEY DOCKET NUMBER:	17218-5 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		
SIGNATURE:	/Renee M. Prescan/		
DATE SIGNED:	05/15/2015		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement"), dated as of April 24, 2015, by and among DragonTech Apparel, LLC, a Delaware limited liability company ("Assignee"), and DragonTech, LLC, an Arizona limited liability company ("Assignor"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignee, Assignor, DragonTech International, LLC, a Delaware limited liability company, Affinity Specialty Apparel, Inc., a Delaware corporation, for the limited purpose of guaranteeing certain obligations of Assignee thereunder, 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 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.

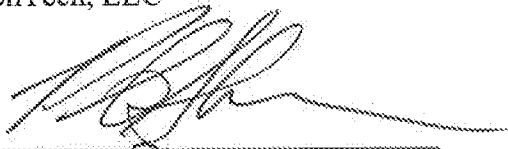
[Signature page follows.]

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:

DragonTech, LLC


By: _____



Name: Peter Slate
Title: Director

ASSIGNEE:

DragonTech Apparel, LLC

By: 




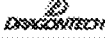
Name: Michael DiMino

Title: Chief Executive Officer

SCHEDULE 1

REGISTERED INTELLECTUAL PROPERTY

Trademark Registrations and Applications for Registration:

Country	Mark	Appl. No./ Reg. No.	Filing Date/ Reg. Date	Status
US	DRAGONTECH	85/374,292	7/18/2011	Pending
US/DIV	DRAGONTECH	4,336,361	5/14/2013	REGISTERED
US	§§§§ 	85/445,777	10/12/2011	Pending
UAE	DRAGONTECH (Stylized w/Logo) 	171809	11/19/2013	REGISTERED
Madrid Protocol	DRAGONTECH (Stylized w/Logo) 	1124493	2/1/2012	REGISTERED
China and European Community	DRAGONTECH (Stylized w/Logo) 			Grant Protection received