

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344492

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sport Chalet, LLC (successor by conversion to Sport Chalet, Inc., a Delaware corporation)		10/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Vestis IP Holdings, LLC		
Street Address:	2929 Arch Street		
Internal Address:	Suite 1800		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19104-7324		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1869465	SPORT CHALET	
Registration Number:	1869466	SPORT CHALET	
Registration Number:	1869179	SPORT CHALET DIVERS	
Registration Number:	3186743	ACTION PASS	
Registration Number:	2153318	SPORTLAND	
Registration Number:	3655253	PROJECT FIFTY NINE	
CORRESPONDENCE DATA			
Fax Number:	2029567069		
<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:	(202) 956-7685		
Email:	carrierr@sullcrom.com, nguyenb@sullcrom.com		
Correspondent Name:	Rita M. Carrier		
Address Line 1:	1700 New York Avenue, N.W., Suite 700		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	Washington, D.C. 20006-5215		
ATTORNEY DOCKET NUMBER:	019588.00033		

OP \$165.00 1869465

NAME OF SUBMITTER:	Rita M. Carrier
SIGNATURE:	/Rita M. Carrier/
DATE SIGNED:	06/12/2015
Total Attachments: 7 source=Sport Chalet IP Assignment_Agreement#page1.tif source=Sport Chalet IP Assignment_Agreement#page2.tif source=Sport Chalet IP Assignment_Agreement#page3.tif source=Sport Chalet IP Assignment_Agreement#page4.tif source=Sport Chalet IP Assignment_Agreement#page5.tif source=Sport Chalet IP Assignment_Agreement#page6.tif source=Sport Chalet IP Assignment_Agreement#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement") is entered into as of October 1, 2014 (the "Effective Date") by and between Sport Chalet, LLC, a Delaware limited liability company (successor by conversion to Sport Chalet, Inc., a Delaware corporation), having an office at One Sport Chalet Drive, La Canada, CA 91011 ("Assignor") and Vestis IP Holdings, LLC, a Delaware limited liability company, having an office at 2929 Arch Street, Suite 1800, Philadelphia, PA 19104-7324 ("Assignee") (Assignor and Assignee, each a "Party" and collectively, the "Parties").

WHEREAS, Assignor desires to transfer to Assignee and Assignee desires to receive from Assignor the Transferred Intellectual Property (as defined herein), subject to the terms and conditions set forth herein;

WHEREAS, concurrently with this Agreement, the Parties are entering into an Intellectual Property License Agreement, dated on or about the Effective Date, pursuant to which Assignee grants a non-exclusive license to Assignor under certain Intellectual Property (as defined therein), subject to the terms and conditions set forth therein (the "License Agreement").

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and undertakings contained herein and in the License Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Definitions.

"Intellectual Property" means all United States and foreign: (a) inventions and discoveries (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, all patents (including utility and design patents, industrial designs and utility models), registrations, invention disclosures and applications therefor, including divisions, revisions, supplementary protection certificates, continuations, continuations-in-part and renewals, extensions, reissues and re-examinations thereof; (b) trademarks, service marks, trade dress, logos, brand names, and other indicia of origin, and all registrations of and applications to register the foregoing, and all goodwill associated with and symbolized by the foregoing; (c) published and unpublished works of authorship, whether copyrightable or not (including software, databases and other compilations of information), copyrights therein and thereto, and registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof; (d) internet domain names; and (e) trade secrets and other intellectual property rights in proprietary information, know-how, data and databases (including ideas, know-how, drawings, designs, technology, manufacturing, production and other processes and techniques, schematics, engineering notebooks, business methods, customer lists and supplier lists).

"Person" means an individual, a corporation, a partnership, a limited liability company, a trust, or an unincorporated association.

"Subsidiary" means, with respect to any Person, any other Person that is directly or indirectly controlled by the first Person. As used in this definition, "control" means, when used with

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respect to any Person, the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

2. Assignment. Assignor hereby sells, assigns and transfers, and hereby causes its Subsidiaries to sell, assign and transfer, to Assignee all right, title and interest in and to (a) all Intellectual Property owned by Assignor or any of its Subsidiaries as of the Effective Date or at any time thereafter, including the Intellectual Property set forth on Exhibit A hereto, (b) all international, regional, federal, state, local, statutory and common law and other rights in or to any of the Intellectual Property described in the foregoing subsection (a) and the goodwill of the business connected with the use thereof and symbolized thereby, (c) all claims, causes of action and enforcement rights of any kind, and all rights to sue for past, present or future infringement of any of the Intellectual Property described in the foregoing subsection (a), and all rights to collect and retain any damages, costs, profits, injunctive relief, royalties, license fees or other amounts with respect to such Intellectual Property, and (d) all rights (but no obligation) to apply for, file, register, maintain, prosecute, extend, renew, enforce, license and otherwise exploit in any or all countries of the world any of the Intellectual Property described in the foregoing subsection (a), (b), (c), and (d), collectively, the "Transferred Intellectual Property"), in each case, without any requirement for Assignee to seek or obtain any consent or other approval from or otherwise inform Assignor or any of its Subsidiaries.

3. Payment. Assignee shall pay to Assignor \$1,000.00 within thirty (30) days after the Effective Date.

4. Deliverables; Further Assurances.

(a) Upon request by Assignee, Assignor shall promptly deliver to Assignee the prosecution files, assignments, filings, disclosures, proof of maintenance fee payments, docketing reports and all other files and documents relating to any Transferred Intellectual Property, including copies of all agreements that include any license, covenant not to sue or other right or obligation with respect to any Transferred Intellectual Property.

(b) Assignor shall, upon Assignee's request, execute and deliver to Assignee any other documents and materials, and take any further actions, that are necessary to give effect to the transactions provided for in this Agreement.

5. Recording. The Parties hereby authorize the relevant authority at the United States Patent and Trademark Office or any foreign equivalent thereto to record this Assignment.

6. Entire Agreement. This Agreement, together with the License Agreement, contains the entire agreement among the Parties with respect to the subject matter hereof and thereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

7. Governing Law. The Laws of the State of Delaware, without giving effect to principles of conflict of Laws, govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same

Agreement. Copies of executed counterparts transmitted by facsimile, email or other electronic transmission shall be considered original executed counterparts, provided that receipt of copies of such counterparts is confirmed.

9. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable in any jurisdiction, (a) the remainder of this Agreement, or application of that provision to any Persons or circumstances, or in any jurisdiction, other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law and (b) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision.

10. Interpretation. The words “hereof”, “herein”, and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The heading references herein (including Exhibits hereto) are for convenience purposes only, and shall not be deemed to limit or affect any of the provisions hereof. Wherever the word “include,” “includes,” or “including” is used in this Agreement, it shall be deemed to be followed by the words “without limitation.”

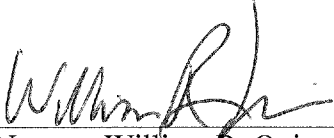
11. Amendment; Waivers. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only by a writing signed by the Party to be bound thereby. The waiver by a Party of any breach hereof or default in the performance hereof shall not be deemed to constitute a waiver of any other default or any succeeding breach or default. The failure of any Party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such Party thereafter to enforce such provisions.

[signature page follows]

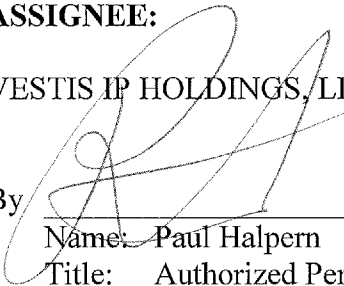
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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed by their respective officers thereunto duly authorized as of the Effective Date.

ASSIGNOR:
SPORT CHALET, LLC

By 
Name: William R. Quinn
Title: Authorized Person

ASSIGNEE:
VESTIS IP HOLDINGS, LLC

By 
Name: Paul Halpern
Title: Authorized Person

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EXHIBIT A

List of Transferred Intellectual Property

EXHIBIT AIntellectual Property

1. Company: Sport Chalet, Inc.

(a) Trademarks

(i) Owned

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Sport Chalet Logo	1869465	December 27, 1994	December 27, 2014
Sport Chalet	1869466	December 27, 1994	December 27, 2014
Sport Chalet Divers	1869179	December 27, 1994	December 27, 2014
Action Pass	3186743	December 19, 2006	December 19, 2016
Sportland	2153318	April 28, 1998	April 28, 2019 (with Declaration of Use due April 28, 20 15)
Project Fifty Nine	3655253	July 14, 2009	July 14, 2019 (with Declaration of Use due July 14, 2015)

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date (California)</u>	<u>Renewal Date</u>
Sport Chalet	36912	June 8, 1990	
Sport Chalet and Design	36911	June 8, 1990	
Sport Chalet and Design	36925	June 12, 1990	

The company has registered the following domain names:

1. sportchalet.com
2. signup.sportchalet.com
3. team.sportchalet.com
4. sportschalet.biz
5. sportschalet.com

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6. sportchaletonline.com
7. e-mail-sportchalet.com
8. email.sportchalet.com
9. link-sportchalet.com
10. page-sportchalet.com
11. sportchaletonline.com
12. team-sportchalet.com