

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348581

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Professional Uniforms Inc.		06/30/2015	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Tafford Resources Inc.		
Street Address:	1460 Main Street, Suite 200		
City:	Southlake		
State/Country:	TEXAS		
Postal Code:	76092		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3873285	LYDIA'S	
Registration Number:	3500744	LYDIA'S UNIFORMS	
Registration Number:	3539450	UNIFORM WAREHOUSE	
Registration Number:	2367092	MAD ABOUT MOUTHS	
CORRESPONDENCE DATA			
Fax Number:	2146616876		
<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:	214-963-5758		
Email:	sborrelli@docket@jw.com		
Correspondent Name:	Sara K. Borrelli		
Address Line 1:	901 Main Street, Suite 6000		
Address Line 4:	Dallas, TEXAS 75202		
ATTORNEY DOCKET NUMBER:	132425.00085		
NAME OF SUBMITTER:	Sara K. Borrelli		
SIGNATURE:	/Sara K. Borrelli/		
DATE SIGNED:	07/20/2015		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("*IP Assignment*"), dated as of June 30, 2015, is made by Professional Uniforms Inc., a Michigan corporation ("*Seller*"), in favor of Tafford Resources Inc., a Delaware corporation ("*Buyer*"), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement by and among Buyer, Seller and each of Martha Lambros, George Fotis, Jim Fotis, and Lydia Sweetman, dated as of the date hereof (the "*Purchase Agreement*").

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer all of Seller's right, title and interest in and to the following (the "*Assigned IP*"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "*Patents*");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "*Trademarks*");

(c) the copyright registrations and applications for registration set forth in Schedule 3 hereto and all issuances, extensions and renewals thereof (the "*Copyrights*");

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for

damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

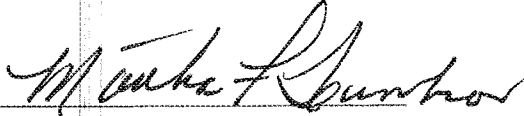
4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

PROFESSIONAL UNIFORMS INC.

By 

Name: Martha F. Lambros

Title: President

SCHEDULE 1


ASSIGNED PATENTS AND PATENT APPLICATIONS

NONE.

SCHEDULE 2

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

1. "LIVE" TRADEMARKS

Reg. No.	Mark	Goods/Services	Registration Date
3873285	LYDIA'S	IC 035. Mail order catalog services, computerized on-line ordering services, and retail store services, all featuring uniforms.	11/9/2010
3500744	lydia's uniforms	IC 025. Uniforms.	9/16/2008
3539450		IC 025. clothing, namely, chef apparel, namely, chef coats, headwear, hats, beanies, chef toques, chef pants; wait staff apparel, namely, shirts, pants, aprons, caps, neckwear, ties, bow ties, cummerbunds, neckerchiefs; business casual/corporate wear apparel, namely, shirts, tank tops, skirts, pants, yoga pants, sweaters, blazers, sleeveless tops, shorts, robes, and outerwear, namely, jackets, vests, light-reflecting jackets and vests, work jackets, and hooded work jackets; youth wear apparel, namely, sweatshirts, hooded sweatshirts, wind shirts, shirts, jackets, pants, and shorts; and headwear apparel, namely, caps, visors, hats, knit and fleece hats. IC 035. On-line retail store services featuring apparel and footwear, catalog ordering services featuring apparel and footwear, and customer service in the field of on-line retail store services and catalog ordering services for apparel and footwear. IC 040. embroidery services.	12/2/2008
2367092	MAD ABOUT MOUTHS	IC 035. Mail order catalog service featuring dental uniforms and associated dental gift products	7/11/2000

2. CANCELLED OR ABANDONED TRADEMARKS

Reg. /Serial No.	Mark	Registration Date	Abandoned / Cancelled Date
78923574	BEST VALUE SCRUBS	N/A	6/19/2007
78488202	SOLEAS	N/A	6/21/2006
78483175	SOLEAS	N/A	10/22/2005
3500745	LYDIA'S SCRUBS	9/16/2008	4/7/2015
2836180	LYDIA'S PERFORMANCE SCRUBS	4/27/2004	12/3/2010
2664247	LYDIA'S PROFESSIONAL UNIFORMS	12/17/2002	7/25/2009
2515051	LYDIA'S PROFESSIONAL UNIFORMS	2515051	7/6/2012

SCHEDULE 3

ASSIGNED COPYRIGHTS REGISTRATIONS AND APPLICATIONS

NONE.