

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358585

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Charles River Apparel LLC		10/13/2015	LIMITED LIABILITY COMPANY: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Charles River Apparel, Inc.		
Street Address:	1205 Providence Highway		
City:	Sharon		
State/Country:	MASSACHUSETTS		
Postal Code:	02067		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86471404	BOUNDARY FLEECE	
Serial Number:	86453080	NEW ENGLANDER	
Serial Number:	86452499	NOR'EASTER	
Serial Number:	86471411	PACK-N-GO	
Serial Number:	86471386	TEAMPRO	
CORRESPONDENCE DATA			
Fax Number:	6174430004		
<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:	6174439292		
Email:	trademarks@sunsteinlaw.com		
Correspondent Name:	Steven A Abreu		
Address Line 1:	125 Summer Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	3994/2000		
NAME OF SUBMITTER:	Steven A Abreu		
SIGNATURE:	/Steven Abreu/		
DATE SIGNED:	10/14/2015		

CH \$140.00 86471404

Total Attachments: 3

source=Signed trademark assignment#page1.tif

source=Signed trademark assignment#page2.tif

source=Signed trademark assignment#page3.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is by and between:

- **Charles River Apparel LLC**, a Massachusetts limited liability corporation with headquarters located at 1205 Providence Highway, Sharon, MA 02067 (the "Assignor"), and
- **Charles River Apparel, Inc.**, a Massachusetts corporation, with headquarters located at 1205 Providence Highway, Sharon, MA 02067 ("Assignee")

and is effective as of the latest signature date below (the "Effective Date").

1. Background. Assignor owns the trademarks set forth on Schedule A attached hereto (the "Trademarks"). Assignee wishes to acquire the Trademarks together with the goodwill and the business associated therewith. Assignor wishes to assign the Trademarks and the business associated therewith and Assignee wishes to accept such assignment on the terms and conditions set forth in this Assignment.
2. Grant. For good and valuable consideration Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, the entire right, title, and interest in, to, and under the Trademark worldwide, including all common law rights, trademark applications, registrations, and renewals and the business associated therewith, and the right to sue for past, present and future infringement, together with the goodwill symbolized by the Trademark.
3. Further Acts / Recordal. Assignor further covenants with Assignee to execute when requested such additional assignments, instruments and documents as may reasonably be necessary to effectuate this Assignment and to enable the Assignee to record the Assignment in the various trademark offices, including recordations of assignment of trademark suitable for filing. To the extent required under applicable law or otherwise necessary, Assignor herewith

authorizes Assignee to apply for the recordal of the assignment of the Trademark and to request the trademark offices in the territories concerned to issue to the Assignee any and all documents covering the Trademarks. Should Assignor fail to take such steps or execute such documents promptly upon request, Assignor authorizes Assignee to take such steps and execute such documents in Assignor's name and on Assignor's behalf and Assignor hereby irrevocably appoint Assignee as its power of attorney for these purposes.

4. Governing Law. This Agreement shall be governed and construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date.

Charles River Apparel LLC.

Date: October 13, 2015

By: Bruce E. Barnett

Name: Bruce E. Barnett

Title: Chief Operating Officer

[declaration of acceptance follows]

DECLARATION OF ACCEPTANCE

The above named Assignee, Charles River Apparel, Inc., hereby declares that with effect from the 13th day of October, 2015, it accepts the Trademarks as granted in Paragraph 2 of the Assignment, including all goodwill of the business symbolized by such Trademarks including all rights to recover past, present and future damages for infringement, assigned to it by Assignor, Art.sy, Inc., pursuant to the foregoing Assignment.

Charles River Apparel, Inc.

Date: October 13, 2015

By: Bruce E. Barnes

Name: Bruce E. Barnes

Title: Chief Operating Officer

SCHEDULE A

The Trademarks being assigned include all formatives of the marks listed below, namely, all marks comprised of or containing any of the marks listed below, including, but not limited to the marks in all colors, styles, fonts, combinations of upper and lower case letters:

Trademarks:

TRADEMARK	JURISDICTION	APPLICATION NUMBER
BOUNDARY FLEECE	United States	86/471,404
NEW ENGLANDER	United States	86/453,080
NOR'EASTER	United States	86/452,499
PACK-N-GO	United States	86/471,411
TEAMPRO	United States	86/471,386

03994/02000 2387703.1