

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM361875

<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>
Loomworks Apparel, Inc.		07/31/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Delta Galil Switzerland GmbH		
<b>Street Address:</b>	Tannrietlistrasse 15		
<b>City:</b>	8166 Niederweningen		
<b>State/Country:</b>	SWITZERLAND		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4482349	COZY ZOE	
<b>Registration Number:</b>	4502291	CREATURES OF HABIT	
<b>Registration Number:</b>	2292286	FREDDY B 33	
<b>Registration Number:</b>	2948143	INSOMNIAX	
<b>Registration Number:</b>	4482121	LOUNGE AFFAIR	
<b>Registration Number:</b>	4515280	PJ LUXE	
<b>Registration Number:</b>	2747666	P.J. SALVAGE	
<b>Registration Number:</b>	3600924	P.J.SALVAGE	
<b>Registration Number:</b>	4179635	PJ STUDIO	
<b>Registration Number:</b>	2211593	SKI JAMMIES	
<b>Registration Number:</b>	4708837	STAR + SKYE	
<b>Registration Number:</b>	3967634	WILD & FREE	
<b>Serial Number:</b>	86581706	COSMIC LOVE	
<b>Serial Number:</b>	86167387	SUNDAY MORNING	
<b>Serial Number:</b>	86595515	WHISPERING ANGELS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127986915		
<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>	212-326-0831		

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**Email:** tlee@pryorcashman.com, jalbrink@pryorcashman.com,  
tmdocketing@pryorcashman.com  
**Correspondent Name:** Teresa Lee, Esq.  
**Address Line 1:** c/o Pryor Cashman LLP, 7 Times Square  
**Address Line 4:** New York, NEW YORK 10036

**ATTORNEY DOCKET NUMBER:** 09254.00001

**NAME OF SUBMITTER:** Teresa Lee

**SIGNATURE:** /tlee/

**DATE SIGNED:** 11/10/2015

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of July 31, 2015, is entered into by and between Loomworks Apparel, Inc., doing business as P.J. Salvage, a California corporation ("Assignor") and Delta Galil Switzerland GmbH (in Gründung), a Swiss limited liability corporation ("Assignee") (each of Assignor and Assignee is hereinafter referred to as a "Party," and collectively, the "Parties").

WHEREAS, Assignor, Delta Galil Industries Ltd. ("Buyer") and, with respect to certain Sections, Peter Burke and Gary Hesp, are parties to that certain Asset Purchase Agreement, dated as of July 17, 2015 (the "Purchase Agreement"), pursuant to which Assignor agreed to sell, assign, transfer, convey and deliver to Assignee, and Buyer agreed to (or to have its designee) purchase, acquire and accept from Assignor, all the right, title and interest of Assignor, as of the date hereof, in, to and under all Acquired Intellectual Property (as defined in the Purchase Agreement), including, but not limited to, all trademarks, trademark rights, trademark licenses, trademark registrations, service marks, trademark registration applications (filed or unfiled), trade names, trade dress, brand names, trade names, corporate names, design rights, logos, slogans, designs that indicate source or origin and other similar designations of source or origin, together with the goodwill symbolized by or associated with any of the foregoing, owned or purported to be owned by Assignor, including, but not limited to, the trademarks and trademark applications listed on Schedule A hereto (collectively, the "Marks"), among other Acquired Assets (as defined in the Purchase Agreement);

WHEREAS, all capitalized terms used but not defined in this Trademark Assignment Agreement shall have the meanings ascribed to such terms in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to sell, assign, transfer, convey and deliver to Assignee, and Assignee wishes to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in, to and under all of the Marks.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises set forth in this Trademark Assignment Agreement and the Purchase Agreement and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Assignment.** Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, all right, title, and interest in, to and under the Marks throughout the universe, together with the goodwill of the business symbolized by the Marks, all common law rights therein and all other corresponding rights that are or may be secured under the laws of the United States or of any other jurisdiction, all rights to sue, counterclaim, and collect and recover damages and payments for claims of past, present, and future infringements, dilution, unfair competition, misappropriations or other violations thereof, all rights to protection of interest in the Marks, and all income, royalties, damages and payments now or hereafter due or payable with respect thereto, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have

been held and enjoyed by Assignor if this Trademark Assignment Agreement had not been made.

**2. Authorization and Request for Recordation.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks (and, with respect to any equivalent foreign rights, any other appropriate foreign or international office or registrar) to record Assignee as owner of the Marks (including, without limitation, those listed on Schedule A), as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

**3. Further Assurances.** Upon Assignee's request, and for no further consideration, Assignor shall, and shall cause its Affiliates to, execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other actions as may reasonably be requested to more effectively convey to, transfer to or vest in Assignee the Marks. Without limiting the foregoing, Assignor agrees to take such further action, execute such additional documents, provide testimony, and, in general, provide all lawful cooperation reasonably requested of it by Assignee to register, record and otherwise perfect Assignee's title in and to the Marks worldwide and to carry out and fulfill the purposes and intent of this Trademark Assignment Agreement, including, but not limited to, executing, filing and recording all documents necessary to correctly record the assignment of any of the Marks in the name of Assignee, and the prior chain of title with respect to ownership of the Marks, with the United States Patent and Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

**4. Governing Law.** This Trademark Assignment Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York applicable to agreements made and to be performed entirely within such State, without regard to the conflict of law principles of such State.

**5. Counterparts.** This Trademark Assignment Agreement may be executed in multiple counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each Party and delivered to the other Party (including by electronic transmission).

*[Signature page follows]*





ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

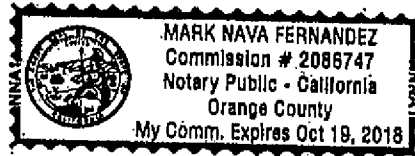
On July 29th 2015 before me, Notary Public Mark Nava Fernandez  
(insert name and title of the officer)

personally appeared Peter Bernard Bunke  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



**SCHEDULE A TO TRADEMARK ASSIGNMENT AGREEMENT**

<u>MARK</u>	<u>COUNTRY</u>	<u>REG. (APP.) NO.</u>	<u>REG. (APP.) DATE</u>
COSMIC LOVE	US	(86/581,706)	3/31/2015
COZY ZOE	US	4,482,349	2/11/2014
CREATURES OF HABIT	US	4,502,291	3/25/2015
FREDDY B 33	US	2,292,286	11/16/1999
INSOMNIAX	US	2,948,143	5/10/2005
LOUNGE AFFAIR	US	4,482,121	2/11/2014
PJ LUXE	US	4,515,280	4/15/2014
P.J. SALVAGE	US	2,747,666	8/5/2003
P.J. SALVAGE	US	3,600,924	4/7/2009
PJ STUDIO	US	4,179,635	7/24/2012
SKI JAMMIES	US	2,211,593	12/15/1998
STAR + SKYE	US	4,708,837	3/24/2015
SUNDAY MORNING	US	(86/167,387)	(1/16/2014)
WHISPERING ANGELS	US	(86/595,515)	(4/13/2015)
WILD & FREE	US	3,967,634	5/24/2011