

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364902

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Riverside Manufacturing Company		09/26/2014	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Affinity Specialty Apparel, Inc.		
Street Address:	1202 Dayton-Yellow Springs Road		
City:	Fairborn		
State/Country:	OHIO		
Postal Code:	45324		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3714575	MASTERLINER	
CORRESPONDENCE DATA			
Fax Number:	7062430417		
<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:	706-243-5624		
Email:	jlw@psstf.com		
Correspondent Name:	Jerry L. Watts		
Address Line 1:	P.O. Box 1199		
Address Line 2:	1111 Bay Avenue, Third Floor		
Address Line 4:	Columbus, GEORGIA 31902		
ATTORNEY DOCKET NUMBER:	MASTERLINER - ASSIGNMENT		
NAME OF SUBMITTER:	Jerry L. Watts, Attorney of Record		
SIGNATURE:	/Jerry L. Watts/		
DATE SIGNED:	12/08/2015		
Total Attachments: 5			
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ASSET PURCHASE AGREEMENT

by and among

AFFINITY RMC, INC.,

AFFINITY SPECIALTY APPAREL, INC.,

RIVERSIDE MANUFACTURING COMPANY,

and

THE OTHER PARTIES LISTED ON THE SIGNATURE PAGES HERETO

Dated as of September 26, 2014

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of September 26, 2014, is by and among Affinity RMC, Inc., a Delaware corporation (the "Buyer"), Affinity Specialty Apparel, Inc., a Delaware corporation (the "Parent"), Riverside Manufacturing Company, a Georgia corporation (the "Seller"), and the other parties related to the Seller listed on the signature pages hereto (collectively with the Seller, the "Seller Group").

RECITALS

A. Seller conducts, among other things, the business of selling and distributing occupational apparel and services, including the design, marketing and distribution of customized and off-the-shelf apparel collections to customers through managed direct purchase uniform programs (the "Business").

B. Parent has formed Buyer to purchase from the Seller, and the Seller desires to sell to Buyer, all of Seller's right, title and interest in and to the Purchased Assets (as defined below).

C. The Seller desires to transfer to Buyer, and Buyer desires to accept and assume from the Seller, the Assumed Liabilities (as defined below).

D. The board of directors of the Seller (the "Seller Board") has (i) determined that it is in the best interests of the Seller and its shareholders, and declared it advisable, to enter into this Agreement, (ii) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, and (iii) recommended the adoption of this Agreement by the shareholders of the Seller.

E. The shareholders of the Seller holding a sufficient number of shares to adopt this Agreement in accordance with Georgia Law will have adopted this Agreement and approved the transactions contemplated hereby pursuant to a written consent of such shareholders in accordance with Georgia Law (the "Seller Shareholder Approval"), which is expected to be executed and delivered by such shareholders of the Seller contemporaneously with the execution and delivery of this Agreement.

F. NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1

DEFINITIONS

1.1 **Definitions and Defined Terms.** Capitalized terms used in this Agreement shall have the respective meanings set forth or referenced in Annex I hereto, unless otherwise defined herein.

ARTICLE 2
PURCHASE AND SALE

2.1 **Assets to be Transferred.** Except for the Retained Assets, at and as of the Closing, Buyer shall purchase from the Seller and its Subsidiaries, and the Seller shall, to the extent applicable, cause its Subsidiaries to sell, transfer, assign, convey and deliver to Buyer, all of the Seller's and its Subsidiaries' right, title and interest in and to all assets, rights and properties of every nature, kind and description, wherever situated, whether tangible or intangible, owned, leased or licensed, personal or mixed (collectively, the "Purchased Assets"), free and clear of any and all Liens, including, without limitation, the following:

- (a) all furniture, machinery, equipment, tools, vehicles, computers, parts, supplies, hardware, inventory racking, mezzanine structures, conveyor, carts, tables, sewing and embroidery machines, hemming and alteration machines, computers, furniture, wireless antennae, hand held picking computers, shrink wrap equipment, fork lifts, and replacement, spare, component and maintenance parts;
- (b) all contracts, purchase orders, instruments and other agreements (whether written or oral) to which the Seller or any of its Subsidiaries is a party or by which its or their assets or properties are bound, but only to the extent specifically listed or described on Schedule 2.1(b) (the "Assumed Contracts");
- (c) all customer accounts, customer lists and customer files;
- (d) all inventory, finished goods, raw materials, findings, trims, works in progress, customer returns, packaging, supplies, parts, customized and non-customized items of apparel, including, without limitation, accessories, aprons, blazers, caps and hats, components, coveralls, dresses, emblems, embroidery, footwear, outerwear, rainwear, knit and woven shirts, shorts, sweaters, sweatshirts, T-shirts, trousers and vests and other inventory;
- (e) all garment and fit specifications, including without limitation, silhouettes, size and grading and pattern development;
- (f) all fabric construction development, finish development, washes, testing specifications and procedures, garment specifications, inspection, rejection and finishing procedures and all copies and tangible embodiments of any of the foregoing;
- (g) all Restricted Cash;
- (h) all accounts and notes receivable, unbilled revenues, reimbursable costs and expenses and other claims for money due to the Seller or any of its Subsidiaries;
- (i) all of the rights of Seller or any its Subsidiaries under warranties, indemnities and all similar rights against third parties;

(j) all Intellectual Property of the Seller and its Subsidiaries, in whatever form or medium as it may exist, and all rights thereunder or in respect thereof;

(k) to the extent transferable under applicable Law, all Permits, franchises, orders, registrations, and other similar rights held by the Seller or its Subsidiaries from any Governmental Authority and all pending applications therefor;

(l) all prepaid expenses, credits, advance payments, security deposits, charges, sums and fees;

(m) all records of the Seller and its Subsidiaries that relate to the Purchased Assets or the Assumed Liabilities, including all books, records, ledgers, files, documents, correspondence, lists (including, without limitation customer lists, in whatever form or medium), drawings, photographs, creative materials, advertising and promotional materials, studies, reports and other materials (in whatever form or medium), owned or maintained by the Seller or its Subsidiaries that relate to the Purchased Assets, the Assumed Liabilities or the DR Sub, provided, that the Seller may retain copies (at the Seller's expense) of any and all such records;

(n) copies (at Buyer's expense) of all records related to the current employees of the Seller and its Subsidiaries (including personnel files for such current employees);

(o) the goodwill of the Business as a going concern value and other intangible assets of the Business;

(p) any insurance proceeds paid before the Closing pursuant to any contract of insurance as a result of damage to or loss of any assets that in the absence of loss would otherwise have been sold to Buyer hereunder;

(q) to the extent transferable, all accounts, safe deposit boxes or lockboxes of the Business;

(r) all claims of the Seller or its Subsidiaries against third parties relating to the Purchased Assets, whether known or unknown, contingent or non-contingent;

(s) the Employee Plans listed on Schedule 2.1(s) (the "Assumed Employee Plans") and all of Seller's claims, rights, and interests thereunder;

(t) the minute books, capital stock transfer books and similar records relating to the organization, existence or capitalization, of the DR Sub;

(u) to the extent not in the possession of the DR Sub, all records related to the current and former employees of the DR sub (including personnel files for such employees);

(v) the capital stock of or any other equity interest in the DR Sub (provided, that nothing in this Section 2.1 shall require the Seller to cause the DR Sub to sell, transfer, assign, convey and deliver to Buyer, any of the DR Sub's right, title and interest

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.


PARENT:

BUYER:

AFFINITY SPECIALTY APPAREL, INC.

AFFINITY RMC, INC.

By: 

By: 

Name: Michael DiMino
Title: Chief Executive Officer

Name: Michael DiMino
Title: Chief Executive Officer

Signature Page to Asset Purchase Agreement