

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371831

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Legwear Company, LLC		12/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	United Wheat IP LLC		
Street Address:	48 West 38th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3825731	FOCUSED SPACE	
Registration Number:	4479122	F S	
CORRESPONDENCE DATA			
Fax Number:	2123088582		
<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:	212-308-8505		
Email:	etai@akabas-sproule.com		
Correspondent Name:	Eleanor Tai, Akabas & Sproule		
Address Line 1:	488 Madison Avenue, 11th Floor		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Eleanor Tai		
SIGNATURE:	/et/		
DATE SIGNED:	02/03/2016		
Total Attachments: 5			
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U.S. Trademark Assignment

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment"), effective as of December 31, 2015, is made by and among The Wheat Group Inc., a California corporation located at 17075 Camino San Bernardo, San Diego, California 92127 ("Assignor"), United Legwear Company, LLC, a Delaware limited liability company located at 48 West 38th Street, New York, New York 10018 ("ULC") and United Wheat IP LLC, a Delaware limited liability company located at 48 West 38th Street, New York, New York 10018 ("Assignee").

WHEREAS, Assignor is the owner of certain right, title and interest in and to the trademarks shown on Schedule A hereto, including without limitation all registrations and applications for registration shown on Schedule A hereto (such trademarks, registrations and applications, collectively, the "Trademarks");

WHEREAS, Assignor and ULC have entered into a certain First Amended and Restated Asset Purchase and Sale Agreement, dated as of December 31, 2015 (the "Definitive Agreement"), pursuant to which, among other things, Assignor and ULC are to execute and deliver this Trademark Assignment in connection with the closing of the transactions contemplated thereunder;

WHEREAS, ULC and Assignee are affiliates under common ownership and immediately upon the assignment of the Trademarks from Assignor to ULC, ULC, as successor to a portion of the business of Assignor, desires to transfer to Assignee, and Assignee desires to accept from ULC, all of the right, title and interest in and to all of the Trademarks, together with the goodwill of the business symbolized by the Trademarks in the United States of America (including its territories, possessions, and military installations), immediately upon the assignment of the Trademarks from Assignor to ULC.

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, (a) Assignor hereby does sell, assign, transfer and convey to ULC, its successors and assigns, and ULC hereby accepts, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks being assigned, in the United States of America (including its territories, possessions, and military installations), and (b) immediately upon the acceptance by ULC of such assignment, ULC hereby does assign, transfer and convey to Assignee, its successors and assigns, and Assignee hereby accepts, all of ULC's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks being assigned, in the United States of America (including its territories, possessions, and military installations).

Assignor and ULC each hereby agrees that after the date hereof it shall execute and/or deliver such additional or other documents and instruments, and do such additional or other acts and things as may be required or reasonably requested by

Assignee to give effect to the provisions of this Trademark Assignment and to vest, perfect, confirm, record or otherwise reflect or give effect to Assignee's title in or title to the Trademarks as set forth above.

Assignor, ULC and Assignee agree that (a) this Trademark Assignment is being delivered in connection with the closing of the transactions contemplated by the Definitive Agreement and is subject to the terms and conditions thereof including, without limitation, the limitations of liability and on damages contained therein, and (b) no representations and warranties are being provided by Assignor relating to the Trademarks, the transfer thereof or otherwise, other than as set forth in the Definitive Agreement, and all other representations and warranties (whether express, implied, statutory or otherwise) are hereby disclaimed. In the event of any conflict, ambiguity or inconsistency between the terms and conditions of the Definitive Agreement and the terms and conditions hereof, the terms and conditions of the Definitive Agreement shall govern.

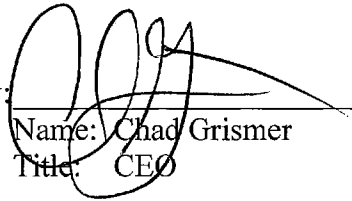
{Signature page follows.}

IN WITNESS WHEREOF, Assignor, ULC and Assignee have caused this Trademark Assignment to be executed.

ASSIGNOR:

THE WHEAT GROUP, INC.

Dated: 12/30, 2015

By: 
Name: Chad Grismer
Title: CEO

ULC:

UNITED LEGWEAR COMPANY, LLC

Dated: _____, 2015

By: _____
Name: Isaac E. Ash
Title: Managing Member

ASSIGNEE:

UNITED WHEAT IP LLC

By: United Legwear Company, LLC,
its Managing Member

Dated: _____, 2015

By: _____
Name: Isaac E. Ash
Title: Managing Member

IN WITNESS WHEREOF, Assignor, ULC and Assignee have caused this Trademark Assignment to be executed.

ASSIGNOR:

THE WHEAT GROUP, INC.

Dated: _____, 2015

By: _____
Name: Chad Grismer
Title: CEO

ULC:

UNITED LEGWEAR COMPANY, LLC

Dated: December 31, 2015

By: _____
Name: Isaac E. Ash
Title: Managing Member

ASSIGNEE:

UNITED WHEAT IP LLC

By: United Legwear Company, LLC,
its Managing Member

Dated: December 31, 2015

By: _____
Name: Isaac E. Ash
Title: Managing Member

SCHEDULE A

TRADEMARK REGISTRATIONS/APPLICATIONS

<u>Name</u>	<u>Registration/Serial Number</u>
“FOCUSED SPACE”	Reg. No. 3825731
“FS”	Reg. No. 4479122