

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373623

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900354030		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sport-Haley, Inc.		02/10/2016	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Court Haley, LLC		
Street Address:	10367 Brockwood Road		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75238		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	78568040	SPORT HALEY	
Serial Number:	78568823	SPORT HALEY SH	
Serial Number:	78569931	SPORT HALEY	
Serial Number:	85811292	BETTE & COURT	
Serial Number:	86048221	SPORT HALEY	
Serial Number:	86048233	SPORT HALEY	
Serial Number:	86573181	BETTE & COURT	
Serial Number:	86096801	COOL ELEMENTS	
CORRESPONDENCE DATA			
Fax Number:			
<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) 349-1891		
Email:	JeanneGiles@sharonyounginc.com		
Correspondent Name:	Jeanne Giles		
Address Line 1:	10367 Brockwood Road		
Address Line 4:	Dallas, TEXAS 75238		
ATTORNEY DOCKET NUMBER:	26416-003		

NAME OF SUBMITTER:	Benjamin D. Halpern
SIGNATURE:	/Benjamin D. Halpern/
DATE SIGNED:	02/18/2016
Total Attachments: 10 source=DALLAS-#386452-v1-Fully_Executed_Assignment_of_Trademark#page1.tif source=DALLAS-#386452-v1-Fully_Executed_Assignment_of_Trademark#page2.tif source=DALLAS-#386452-v1-Fully_Executed_Assignment_of_Trademark#page3.tif source=DALLAS-#386452-v1-Fully_Executed_Assignment_of_Trademark#page4.tif source=DALLAS-#386452-v1-Fully_Executed_Assignment_of_Trademark#page5.tif source=DALLAS-#386451-v1-Fully_Executed_Assignment_and_Bill_of_Sale_(SH)#page1.tif source=DALLAS-#386451-v1-Fully_Executed_Assignment_and_Bill_of_Sale_(SH)#page2.tif source=DALLAS-#386451-v1-Fully_Executed_Assignment_and_Bill_of_Sale_(SH)#page3.tif source=DALLAS-#386451-v1-Fully_Executed_Assignment_and_Bill_of_Sale_(SH)#page4.tif source=DALLAS-#386451-v1-Fully_Executed_Assignment_and_Bill_of_Sale_(SH)#page5.tif	

ASSIGNMENT OF TRADEMARKS

WHEREAS, SPORT-HALEY, INC., a Colorado corporation ("**Borrower**"), and CROSSROADS FINANCIAL, LLC, a Florida limited liability company (hereinafter the "**Assignor**"), entered into that certain Loan and Security Agreement as of April 30, 2014, as amended and modified. The Loan and Security Agreement, together with all other documents, instruments and writings that relate to the Loan and Security Agreements are collectively referred to herein as the "**Loan Documents**"; and

WHEREAS, as security for the Loan Documents, Borrower granted to Seller a security interest in all of Borrower's trademarks registered with the U.S. Patent and Trademark Office, as set forth in Exhibit 1 attached hereto (collectively, the "**Marks**"); and

WHEREAS, Borrower defaulted in its obligations under the Loan Documents for failure to make payments under the Loan Documents according to its terms, among other defaults, and Seller has exercised its secured creditor rights; and

WHEREAS, Assignor foreclosed on the assets of Borrower, including the Marks, in accordance with applicable law; and

WHEREAS, Assignor has agreed to transfer all right, title and interest of Borrower in and to the Marks; and

WHEREAS, COURT HALEY, LLC, a Texas limited liability company (the "**Assignee**"), desires to acquire the entire right, title and interest in, to and under said Marks; and

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that pursuant to the Agreement for Sale of Assets, dated effective as of February 10, 2016 between Assignor and Assignee and for such other good and valuable consideration recited therein, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, effective as of February 10, 2016, Borrower's entire right, title and interest in and to the Marks, the goodwill of the business symbolized therein, and any foreign rights associated with the Marks or the goodwill associated therewith.

The Marks are to be held by Assignee, for its own use and enjoyment and that of its successors, assigns or other legal representatives, to the end of the term or terms for which said Marks are granted, as fully and entirely as said Marks would have been held by Assignor had this assignment and sale not been made.

Assignor hereby covenants that no assignment, sale, agreement or encumbrance of the Marks has been or will be made or entered into by Assignor which would conflict with this assignment and sale.

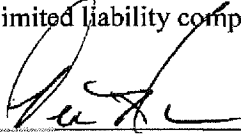
Assignor further covenants that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to the Marks as may be known and accessible to Assignor, and will testify as to the same in any litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or

affidavits required to apply for, obtain, maintain and enforce said Marks which may be reasonably necessary or desirable to carry out the purpose hereof.

IN WITNESS WHEREOF, the undersigned Assignor and Assignee hereunto set hand and seal this 10th day of February, 2016.

ASSIGNOR:

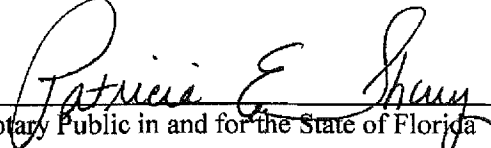
CROSSROADS FINANCIAL, LLC
a Florida limited liability company

By: 
Lee A. Haskin, Manager

STATE OF FLORIDA §
 §
COUNTY OF Polk Beach §

This instrument was acknowledged before me on the 10 day of February, 2016, by Lee A. Haskin, as Manager of Crossroads Financial, LLC, a Florida limited liability company, on behalf of said limited liability company.

PES


Notary Public in and for the State of Florida

My Commission Expires:

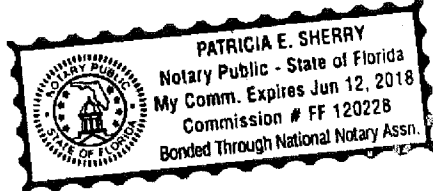


Exhibit 1 to Assignment of Trademarks

- a) SERIAL NUMBER: 78568040
REGISTRATION NUMBER: 3132104
MARK: SPORT HALEY
DRAWING TYPE: STANDARD CHARACTER MARK

- b) SERIAL NUMBER: 78568823
REGISTRATION NUMBER: 3132108
MARK: SPORT HALEY SH
DRAWING TYPE: AN ILLUSTRATION DRAWING WITH
WORDS (S) /LETTER (S) NUMBER (S) IN STYLIZED FORM

- c) SERIAL NUMBER: 78569931
REGISTRATION NUMBER: 3132111
MARK: SPORT HALEY
DRAWING TYPE: AN ILLUSTRATION DRAWING WITH
WORD(S) /LETTER(S)/ NUMBER(S) IN STYLIZED FORM

- d) SERIAL NUMBER: 85811292
REGISTRATION NUMBER:
MARK : BETTE & COURT
DRAWING TYPE: STANDARD CHARACTER MARK

- e) SERIAL NUMBER: 86048221
REGISTRATION NUMBER:
MARK: SPORT HALEY
DRAWING TYPE: STANDARD CHARACTER MARK

- f) SERIAL NUMBER: 86048233
REGISTRATION NUMBER: 86048233
MARK : SPORT HALEY
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH
INCLUDES WORD(S)/ LETTER(S) /NUMBER (S)

- g) SERIAL NUMBER: 86573181
REGISTRATION NUMBER:
MARK : BETTE & COURT
DRAWING TYPE: DESIGN PLUS WORDS, LETTERS,
AND/OR NUMBERS

- h) SERIAL NUMBER: 86096801
REGISTRATION NUMBER:
MARK: COOL ELEMENTS
DRAWING TYPE: STANDARD CHARACTER MARK

- i) APPLICATION NUMBER (CANADA): 1649377
REGISTRATION NUMBER:
MARK: COOL ELEMENTS
DRAWING TYPE: WORD

- j) APPLICATION NUMBER (AUSTRALIA): 1574073
REGISTRATION NUMBER:
MARK: COOL ELEMENTS
DRAWING TYPE: WORD

ASSIGNMENT AND BILL OF SALE AGREEMENT

THIS ASSIGNMENT AND BILL OF SALE AGREEMENT (this "*Assignment*") is executed by SPORT-HALEY, INC., a Colorado corporation ("*Assignor*").

RECITALS

The following terms and provisions form a part of this Assignment:

A. Assignor and Crossroads Financial, LLC, a Florida limited liability company ("*Lender*"), entered into that certain Loan and Security Agreement as of April 30, 2014, as amended and modified. Loan and Security Agreement, together with all other documents, instruments and writings that relate to the Loan and Security Agreements are collectively referred to herein as the "*Loan Documents*").

B. As security for the Loan Documents, Assignor granted to Lender a security interest in all of Assignor's furniture, fixtures, equipment, machinery and other personal properties, save and except any of Assignor's receivables, whether now existing or hereafter arising (the "*Tangible Assets*"), as well as General Intangibles (as defined in the Uniform Commercial Code), including, without limitation, Assignor's domain names, phone numbers and trademarks registered with the U.S. Patent and Trademark Office (the "*Intangible Assets*," and collectively with the Tangible Assets, the "*Assets*").

C. Assignor defaulted in its obligations under the Loan Documents for failure to make payments under the Loan Documents according to its terms, among other defaults, and Lender has exercised its secured creditor rights.

D. Lender, Assignor and Assignee entered into a certain term sheet providing that Lender, through foreclosure, and Assignor would transfer the Assets to Assignee (the "*Term Sheet*").

E. Lender foreclosed on the Asset of Assignor in accordance with applicable law, and which were purchased by Court Haley, LLC, a Texas limited liability company ("*Assignee*").

F. Assignor desires to assign, transfer and convey to Assignee all rights, title and interest in the Assets that may remain with Assignor after the foreclosure.

NOW, THEREFORE, pursuant to the terms and provisions of the Term Sheet, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, Assignor does hereby ASSIGN, TRANSFER, SET OVER and DELIVER to Assignee all of Assets that may remain with Assignor after the foreclosure, including, without limitation,

1. All of Assignor's Inventory (as defined in the Uniform Commercial Code).

2. All of Assignor's registered trademarks, including, but not limited to those set forth on Exhibit A.

3. All of Assignor's written and electronic records, designs, customer purchase orders, customer lists, vendor lists, websites (including www.sporthaley.com and www.bette-court.com), phone numbers, names and all other intangible assets.

4. All of Assignor's furniture, fixtures, business equipment, machinery, tools, and supplies.

TO HAVE AND TO HOLD the Assets unto Assignee, and Assignee's successors and assigns forever, and Assignor does hereby bind Assignor, and Assignor's legal representatives, successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular the Assets unto Assignee, and Assignee's successors and assigns, against every person thereof.

Assignor hereby constitutes and appoints Assignee, its successors and assigns, the true and lawful attorneys, irrevocably, of Assignor with full power of substitution, in the name of Assignor or otherwise, and on behalf and for the benefit of and at the expense of Assignee, its successors and assigns, (a) to demand and receive from time to time any and all Assets hereby sold, conveyed and assigned or intended so to be, and to give receipts, releases and acquiesces for and in respect of the same or any part thereof, and (b) from time to time to institute, prosecute, compromise and settle, as assignee of Assignor, any and all proceedings, at law, in equity or otherwise, which Assignee, its successors and assigns, may deem proper to collect, assert or enforce any claim, title or right hereby sold, conveyed and assigned or intended so to be, that Transferee, its successors and assigns, shall deem desirable. ASSIGNOR HEREBY DECLARES THAT THE FOREGOING POWERS ARE COUPLED WITH AN INTEREST AND SHALL BE IRREVOCABLE BY IT IN ANY MANNER OR FOR ANY REASON.

Assignor hereby covenants that it will, whenever and as often as required so to do by Assignee, do, execute, acknowledge and deliver any and all such other and further acts, deeds, assignments, transfers, conveyances, confirmations, powers of attorney and any instruments of further assurance, approvals and consents as Assignee reasonably may require in order to complete, insure and perfect the transfer, conveyance and assignment to Assignee of all the right, title and interest of Assignor in and to the Assets hereby sold, conveyed or assigned, or intended so to be. Assignee assumes no obligation, debt or liability of Assignor or the Assets, contingent or otherwise, presently existing or arising after the date hereof.

This Assignment and Bill of Sale is executed in connection with and subject to the terms and conditions of the Term Sheet.

[Signature Page Follows]

EXHIBIT A

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DRAWING TYPE: STANDARD CHARACTER .ARK
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