

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375792

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PS Brands, LLC		11/05/2015	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	GBG USA Inc.
Street Address:	350 Fifth Avenue
Internal Address:	9th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10118
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	3013905	POM POM HEADS
Registration Number:	4791641	PAUL MILLER
Registration Number:	4812688	PAUL MILLER
Registration Number:	4629745	ACTION DRY
Registration Number:	4614846	SPORT LOGIC
Registration Number:	4615044	KEEP CALM AND DRINK BEER
Registration Number:	4717334	KEEP CALM AND PLAY GOLF
Serial Number:	86129680	
Registration Number:	4611180	ABSORBTEK
Serial Number:	86352744	HYPERDRY
Serial Number:	86067868	INSTA-DRI
Registration Number:	4755774	LUIGI FRANCONI
Serial Number:	86495297	PLANET KIDS
Registration Number:	4676035	NORTHWEST TRAILS
Registration Number:	4482403	FUNKY SOCKS
Registration Number:	4334941	PS STUDIO
Registration Number:	4467406	PEPI BAMBINI

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4419393	SPORT ESSENTIALS
Registration Number:	4274828	LIL' RUNNERS
Registration Number:	3952940	SAFETY TOES
Registration Number:	3938495	MED TECH
Registration Number:	4242161	SWIFT-DRY
Registration Number:	4125650	CANDY GIRL
Registration Number:	3557983	CANDY GIRL
Registration Number:	2689276	CANDY GIRL
Registration Number:	3864690	LITTLE FEET, BIG WORLD
Registration Number:	3870755	SUNTIME
Registration Number:	3867760	SWEET KITTY
Registration Number:	2943502	PLANET SOX
Registration Number:	3004794	HIP FLOPS
Registration Number:	2018138	DETAILS BY E.E.H.
Registration Number:	4460190	PS PLANET SOX
Registration Number:	4449035	SHOCK DRY
Registration Number:	4449034	ABSORB DRY
Registration Number:	4727822	
Registration Number:	4444962	PS DESIGN LAB
Serial Number:	86743897	FLUFFY WUZZY
Serial Number:	86763847	HEAT ZONE
Serial Number:	86803790	HAPPY BABY
Serial Number:	86701144	FUNKY UNDERWEAR
Serial Number:	86716718	POWER FUSION
Serial Number:	86701119	FUNKY TIES

CORRESPONDENCE DATA

Fax Number: 2122234134

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.

Phone: 212-895-4226

Email: edocket@crowell.com

Correspondent Name: Lora Moffatt, Crowell & Moring LLP

Address Line 1: 590 Madison Avenue

Address Line 2: 20th Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 113591.0000001

NAME OF SUBMITTER: Lora Moffatt

SIGNATURE: /lora moffatt/

DATE SIGNED:	03/07/2016
---------------------	------------

Total Attachments: 6

source=113591 - PS Brands to GBG#page1.tif

source=113591 - PS Brands to GBG#page2.tif

source=113591 - PS Brands to GBG#page3.tif

source=113591 - PS Brands to GBG#page4.tif

source=113591 - PS Brands to GBG#page5.tif

source=113591 - PS Brands to GBG#page6.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into and made effective as of November 5, 2015 by and between PS BRANDS, LLC, a Delaware limited liability company ("Assignor") and GBG USA INC., a Delaware corporation ("Assignee"). Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor owns all right, title and interest in and to the trademarks, service marks, logos, designs, names and trade names listed on Schedule A attached hereto (the "Trademarks"), all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by such Trademarks;

WHEREAS, Assignee, Assignor and certain Affiliates of Assignor entered into an Asset Purchase Agreement, dated as of November 5, 2015 (the "Purchase Agreement"), pursuant to which, among other others, Assignee agreed to purchase certain assets from Assignor, including the Trademarks;

WHEREAS, effective as of the date hereof, Assignor desires to transfer, assign and convey to Assignee, all of Assignor's right, title and interest in and to the Trademarks, on and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Effective as of the date hereof, Assignor hereby assigns, conveys and transfers to Assignee, its successors and permitted assigns, and Assignee hereby accepts, all of Assignor's right, title and interest, in and to the Trademarks, including all trademark applications and registrations relating thereto, any renewals and extensions relating to the Trademarks, any common law rights to such Trademarks, all goodwill arising from use of and symbolized by the Trademarks, the portion of the business of Assignor to which any intent-to-use applications set forth on Schedule A pertains, all claims and causes of action either in law or in equity against third parties for any and all past infringements of the rights being assigned and the right to collect and retain any proceeds therefrom, as well as all rights of any kind whatsoever of Assignor accruing under any of the foregoing by applicable law of any jurisdiction, by international treaties and conventions and otherwise, and in and to all rights corresponding to the foregoing throughout the world; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, and permitted assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been entered into.

2. Recordation and Further Assurances. Assignor authorizes the Commissioner for Patents of the United States Patent and Trademark Office and any other empowered governmental official in the United States and/or in the relevant jurisdictions outside the United States to record and/or register this Assignment. Assignor hereby agrees to execute, or cause to be executed, upon the reasonable request of Assignee and at Assignee's sole cost and expense,

such additional instruments, documents, declarations, consents and papers as are reasonably necessary to continue, secure, defend and register the Trademarks, and to otherwise give full effect to, and to perfect the rights of Assignee under this Assignment, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent & Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar.

3. Rights Cumulative; Scope of Assignment. The rights, duties and obligations of the parties hereunder shall be cumulative and in addition to the rights, duties and obligations of the parties under the Purchase Agreement. Notwithstanding any other provision of this Assignment to the contrary, nothing contained herein shall in any way supersede, amend, rescind, waive, expand, or in any other way affect the provisions, including the representations, warranties, covenants and agreements or the rights and remedies of any of the parties under the Purchase Agreement, and, to the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern. This Assignment is intended only to effect the transfer of the Trademarks, pursuant to the Purchase Agreement, and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of one or more signatures to this Assignment by facsimile or email (in PDF or similar electronic file format) shall be deemed adequate delivery for all purposes hereof.

6. Notices. All notices and other communications hereunder shall be in writing and shall be made in accordance with Section 9.2 of the Purchase Agreement.

7. Binding Effect. This Assignment and the respective rights, covenants, conditions and obligations of the parties hereunder and any instrument or agreement executed pursuant hereto shall be binding upon and enforceable by, and shall inure solely to the benefit of, the parties hereunder and their respective heirs, successors and permitted assigns and legal representatives, but shall not create any rights enforceable by any other person.

8. Section Titles. The titles of the sections of this Assignment are for convenience only and will not in any way affect the interpretation of any section or of the Assignment itself.

[Signature Page Follows]

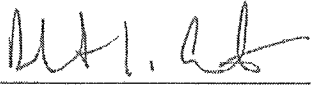
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed in their respective names by their respective officers duly authorized, as of the date first written above.

ASSIGNEE:

ASSIGNOR:

GBG USA INC.

PS BRANDS, LLC

By: 
Name: Robert K. Smits
Title: EVP and Secretary

By: _____
Name:
Title:

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed in their respective names by their respective officers duly authorized, as of the date first written above.

ASSIGNEE:
GBG USA INC.

ASSIGNOR:
PS BRANDS, LLC

By: _____
Name: Robert K. Smits
Title: EVP and Secretary

By: _____
Name: Elie Levy
Title: President

[Signature Page to Trademark Assignment]

SCHEDULE A
TRADEMARKS

U.S. Trademarks

Mark	App./Reg.	Date	Company
POM POM HEADS	3013905	11/8/2005	PS Brands, LLC
PAUL MILLER	4791641 4812688	8/11/2015 9/15/2015	PS Brands, LLC
ACTION DRY	4629745	10/28/14	PS Brands, LLC
SPORT LOGIC	4614846	9/30/2014	PS Brands, LLC
KEEP CALM AND DRINK BEER	4615044	9/30/2014	PS Brands, LLC
KEEP CALM AND PLAY GOLF	4717334	4/7/2015	PS Brands, LLC
Four sided figure similar to an arrow pointing to the right.	86/129,680	11/26/2013	PS Brands, LLC
ABSORBTEK	4611180	9/23/2014	PS Brands, LLC
HYPER DRY	86/352,744	7/30/2014	PS Brands, LLC
INSTA-DRI	86/067,868	9/18/2013	PS Brands, LLC
LUIGI FRANCONI	4755774	6/16/2015	PS Brands, LLC
PLANET KIDS	86/495,297	1/5/2015	PS Brands, LLC
NORTHWEST TRAILS	4676035	1/20/2015	PS Brands, LLC
FUNKY SOCKS	4482403	2/11/2014	PS Brands, LLC
PS STUDIO	4334941	5/14/2013	PS Brands, LLC
PEPI BAMBINI	4467406	1/14/2014	PS Brands, LLC
SPORT ESSENTIALS	4419393	10/15/2013	PS Brands, LLC
LIL' RUNNERS	4274828	1/15/2013	PS Brands, LLC
SAFETY TOES	3953940	4/26/2011	PS Brands, LLC
MED TECH	3938495	3/29/2011	PS Brands, LLC
SWIFT-DRY	4242161	11/13/2012	PS Brands, LLC
CANDY GIRL	4125650	4/10/2012	PS Brands, LLC
CANDY GIRL	3557983	1/6/2009	PS Brands, LLC
CANDY GIRL	2689276	2/18/2003	PS Brands, LLC
LITTLE FEET, BIG WORLD	3864690	10/19/2010	PS Brands, LLC
SUNTIME	3870755	11/2/2010	PS Brands, LLC
SWEET KITTY	3867760	10/26/2010	PS Brands, LLC
PLANET SOX	2943502	4/26/2005	PS Brands, LLC

[Schedule A to Trademark Assignment]

HIP FLOPS	3004794	10/4/2005	PS Brands, LLC
DETAILS BY E.E.H.	2018138	11/19/1996	PS Brands, LLC
PS PLANET SOX	4460190	12/31/2013	PS Brands, LLC
SHOCK DRY	4449035	12/10/2013	PS Brands, LLC
ABSORB DRY	4449034	12/10/2013	PS Brands, LLC
Horizontal wave design and 4 dots to the right of the design	4727822	4/28/2015	PS Brands, LLC
PS DESIGN LAB	4444962	12/3/2013	PS Brands, LLC
FLUFFY WUZZY	86/743,897	9/1/2015	PS Brands, LLC
HeatZone	86/763,847	9/22/2015	PS Brands, LLC
Happy Baby	86/803790	10/29/2015	PS Brands, LLC
FUNKY UNDERWEAR	86701144	7/22/2015	PS Brands, LLC
POWER FUSION	86716718	8/6/2015	PS Brands, LLC
FUNKY TIES	86701119	7/22/2015	PS Brands, LLC

Foreign Trademarks

Mark	Application No ./ Reg. No.	Country	Filing Date or Reg. Date
FUNKY SOCKS	907962556	Brazil	7/11/2014
FUNKY SOCKS	14077433	China	2/26/2014
FUNKY SOCKS	2015-22417	Japan	3/12/2015
FUNKY SOCKS	1649538	Canada	10/21/2013
CANDY GIRL	14352042	China	4/10/2014
CANDY GIRL	1649539	Canada	10/21/2013
PAUL MILLER	1730616	Canada	5/11/2015
SWIFT-DRY (with logo)	014240733	Europe	6/11/2015
SPORT ESSENTIALS	1649536	Canada	10/21/2013
NORTHWEST TRAILS	1649537	Canada	10/21/2013
PS in a circle with PLANET SOX	865861	Canada	11/25/2013
SAFETY TOES	872339	Canada	3/3/2014
BABY STEPS	673619	Canada	9/28/2006

[Schedule A to Trademark Assignment]