

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377985

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HPI Direct, Inc.		07/01/2013	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Superior Uniform Group, Inc.		
Street Address:	10055 Seminole Blvd.		
City:	Seminole		
State/Country:	FLORIDA		
Postal Code:	33772-2539		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78631284	HPI DIRECT	
CORRESPONDENCE DATA			
Fax Number:	8132212900		
<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:	8132213900		
Email:	christina.allen@hwhlaw.com		
Correspondent Name:	Rachel M. Feinman, Esq.		
Address Line 1:	101 E. Kennedy Blvd., Suite 3700		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	Rachel M. Feinman		
SIGNATURE:	/Rachel M. Feinman/		
DATE SIGNED:	03/25/2016		
Total Attachments: 7			
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OP \$40.00 78631284

TRADEMARK AND DOMAIN NAME ASSIGNMENT

This **TRADEMARK AND DOMAIN NAME ASSIGNMENT** (this "Assignment") is made and entered into as of July 1, 2013, by and among **SUPERIOR UNIFORM GROUP, INC.**, a Florida corporation ("Assignee"), **HPI DIRECT, INC.**, a Georgia corporation (the "Company"), **RICHARD J. SOSEBEE** ("Sosebee"), **KIRBY P. SIMS, JR.** ("Sims"), and **FREDERICK L. HILL, III** ("Hill") and, collectively with the Company, Sosebee and Sims, the "Assignor").

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed, among other things, to sell, transfer, assign, convey and deliver certain assets, including without limitation, the trademarks and service marks set forth on Schedule A hereto (the "Marks") and the domain names set forth on Schedule B hereto (the "Domain Names") and described below, to Assignee at the Closing.

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to such Marks and Domain Names.

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (a) all of Assignor's right, title and interest in and to the Marks together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registration for the Marks, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (b) all of Assignor's right, title, and interest in and to the Domain Names; and (c) all rights to income, royalties, and license fees deriving from the Marks or Domain Names, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Marks or Domain Names or injury to the goodwill associated with the Marks or Domain Names and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assistance. Assignor agrees to perform, without charge to Assignee (except as otherwise permitted herein), all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks and the Domain Names, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and

enforcing proper protection for applicable intellectual property rights. In the event Assignor refuses or fails, without reasonable grounds, to execute within a reasonable period of time following Assignee's written request any such documents necessary to effectuate this Assignment of the rights granted herein should that be necessary in any territory which requires documentation and/or registration apart from this Assignment to perfect the rights granted hereby, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to effectuate this Assignment of the rights granted herein, with the same legal force and effect as if executed by Assignor.

3. General.

3.1 Assignment; Third Party Beneficiaries. No party may assign any of its rights or delegate any of its obligations under this Assignment without the prior written consent of the other party; provided, however, that Assignee may assign its rights and delegate its obligations without Assignor's consent to any assignee or successor in interest of its business, whether pursuant to a sale, contribution, merger, or sale or exchange of all or substantially all of the assets or outstanding capital stock of Assignee. Subject to the preceding sentence, this Assignment will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties. Nothing in this Assignment will be construed to give any Person other than the parties to this Assignment any legal or equitable right under or with respect to this Assignment or any provision of this Assignment, except such rights as will inure to a successor or permitted assignee pursuant to this Section 3.1.

3.2 Entire Agreement; Modification. This Assignment, including the schedules attached hereto and other agreements and documents referred to herein, contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter. To the extent any provision of this Assignment conflicts with any provision of the Purchase Agreement, the Purchase Agreement will govern. This Assignment may not be amended except by a written agreement signed by each of the parties to this Assignment.

3.3 Severability. If any provision of this Assignment is held to be invalid or unenforceable for any reason, such provision shall be ineffective to the extent of such invalidity or unenforceability; provided, however, that the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. Any invalid or unenforceable provision shall be replaced by Assignor and Assignee with a valid provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

3.2 Headings; Construction. The headings of Articles and Sections in this Assignment are provided for convenience only and will not affect its construction or interpretation. All annexes, exhibits and schedules to this Assignment are incorporated into and constitute an integral part of this Assignment as if fully set forth herein. All words used in this Assignment will be construed to be of such gender or number as the context requires. All references to documents, instruments or agreements will be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto. The language used in this Assignment will be construed, in all cases, according to its fair meaning, and not for or against any party hereto. The parties acknowledge that each party has reviewed this Assignment and that rules of construction to the effect that any ambiguities are to be resolved against the drafting party will not be available in the interpretation of this Assignment.

3.3 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to its principles of conflicts of laws.

3.4 Execution; Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

3.5 Attorneys' Fees. In the event that any suit or action is instituted to enforce any provision in this Assignment or the instruments or agreements contemplated by this Assignment, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Assignment or any such instrument or other agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

[Signature Page Follows]

Counterpart Signature Page to Trademark and Domain Name Assignment

IN WITNESS WHEREOF, the undersigned party hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

ASSIGNOR:

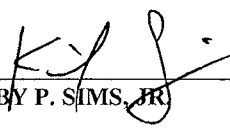
HPI DIRECT, INC., a Georgia corporation

By: 

Name: RICHARD J. SOSEBEE

Title: CEO / ATTORNEY


RICHARD J. SOSEBEE


KIRBY P. SIMS, JR.



FREDERICK L. HILL, III

Counterpart Signature Page to Trademark and Domain Name Assignment

IN WITNESS WHEREOF, the undersigned party hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

ASSIGNEE:

SUPERIOR UNIFORM GROUP, INC.,
a Florida corporation

By: 
Name: ANDREW D. DEMOTT, JR.
Title: EXECUTIVE VICE PRESIDENT & CFO

Schedule A

Marks

U.S. Trademark Serial No.	U.S. Trademark Registration No.	Mark
78631284	3254836	"HPI DIRECT"
		"UniformZoom"

Schedule B

Domain Names

ABRHUNIFORMS.COM
AHMEDSCATALOG.COM
AIRTRANUNIFORMS.COM
ALAMOCOMPANYSTORE.COM
AMATOSUNIFORMS.COM
AMERICINNUNIFORMS.COM
AMTRAKCATALOG.COM
AMTRAKUNIFORMS.COM
BASEBALLPAPA.COM
BRUCESCATALOG.COM
CENTRALTRANSPORTCORPORATEWEAR.COM
CFCOMPANYSTORE.COM
CFUNIFORMS.COM
CONNIESCATALOG.COM
CORPRR.COM
CTUNIFORMS.COM
CULVERWEAR.COM
DELTACOUNIFORMS.COM
EHICOMPANYSTORE.COM
EHIUNIFORMS.COM
ENTERPRISECOMPANYSTORE.COM
FREDSCATALOG.COM
FRONTIERUNIFORMS.COM
GALWAYBAYAPPAREL.COM
GEORGIAJACKETS.COM
GEORGIAJACKETSAMERICAN.COM
GEORGIAJACKETSGOLD.COM
GEORGIAJACKETSNATIONAL.COM
GEORGIAJACKETSWHITE.COM
GETMYUNIFORM.COM
HARDROCKUNIFORMS.COM
HPI.NET
HPICATALOG.COM
HPIDIRECT.BIZ
HPIDIRECT.COM
HPIDIRECT.INFO
HPIDIRECT.ME
HPIDIRECT.MOBI
HPIDIRECT.NET
HPIDIRECT.ORG
HPIDIRECT.US
HPIDIRECT.WS
HPIDIRECTSHOP.COM
HPIDIRECTSTORE.BIZ
HPIDIRECTSTORE.COM
HPIDIRECTSTORE.NET
HPIPROMO.COM
HPIPROMOS.COM
HPIUNIFORMS.COM
JEFFSCATALOG.COM
JETBLUEUNIFORMS.COM
JKSERVICEWEAR.COM
JROCKETSUNIFORMS.COM
KCONNELLYSCATALOG.COM
KIRBYSCATALOG.COM
LICENSEEUNIFORMS.COM
LOTZMOREEXECUTIVEWEAR.COM
MAXANDERMASUNIFORMS.COM
MOLLYMAIDUNIFORMS.COM
NATIONALCOMPANYSTORE.COM
OLDCHICAGOUNIFORMS.COM
RJETUNIFORMS.COM
SCHLOTZSKYSEXECUTIVEWEAR.COM
SCONNELLYSCATALOG.COM
SPNACATALOG.COM
STORREY.COM
STORREYTIME.COM
TBCCANTINA.COM
THESPARKSHOP.NET
UNIFORMSASAP.COM
UNIFORMSFROMHPI.COM
USBEEFUNIFORMS.COM
VILLAGEINNUNIFORMS.COM
WALMARTSPARK.COM
WALMARTSPARKSHOP.COM
WMSPARK.COM
WMSPARKSHOP.COM
UNIFORM-ZOOM.COM
UNIFORMSZOOM.COM
UNIFORMZOOM.COM
UNIFORMZOOM.NET