

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387984

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A AND G, INC.		05/27/2016	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	GILDAN ACTIVEWEAR SRL		
Street Address:	n/a		
Internal Address:	Newton		
City:	Christ Church		
State/Country:	BARBADOS		
Postal Code:	BB17047		
Entity Type:	Sociedad de Responsabilidad Limitada: BARBADOS		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2951680	AAA ALSTYLE APPAREL & ACTIVEWEAR	
Registration Number:	3499849	ALSTYLE	
Registration Number:	3616689	AAA ALSTYLE	
Registration Number:	3499850	ALSTYLE APPAREL & ACTIVEWEAR	
Registration Number:	3572361	AAA ALSTYLE APPAREL & ACTIVEWEAR	
Registration Number:	3572360	ALSTYLE APPAREL & ACTIVEWEAR	
Registration Number:	3109296	A CLASSIC BY ALSTYLE	
Registration Number:	2867190	A ALSTYLE APPAREL	
Registration Number:	2017574	AAA ALSTYLE APPAREL & ACTIVEWEAR	
Registration Number:	1605715	MURINA	
Registration Number:	1642454	MURINA	
Registration Number:	4885502	THE BEST BLANKS FOR THE BEST IMAGE	
CORRESPONDENCE DATA			
Fax Number:	7044441111		
<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:	704-444-1000		
Email:	elaine.hunt@alston.com		

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Correspondent Name: Martha Gayle Barber
Address Line 1: Alston & Bird LLP
Address Line 2: 101 South Tryon Street, Suite 4000
Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

DOMESTIC REPRESENTATIVE

Name: Martha Gayle Barber
Address Line 1: Alston & Bird LLP
Address Line 2: 101 South Tryon Street, Suite 4000
Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER: Elaine B. Hunt

SIGNATURE: /Elaine B. Hunt/

DATE SIGNED: 06/15/2016

Total Attachments: 5

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WORLDWIDE INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS ASSIGNMENT is made as of May 28, 2016 (the "Effective Date"), by and between **A AND G, INC.**, an Illinois corporation having its principal place of business at 1501 E Cerritos Ave Anaheim, California, United States (the "Assignor"), and **GILDAN ACTIVEWEAR SRL**, a Barbados company having its principal place of business located at Newton, Christ Church, Barbados, BB17047 (the "Assignee").

WHEREAS the Assignor is the owner of the intellectual property listed on Schedule "A" attached hereto, including any applications therefor or registrations thereof (the "Intellectual Property"); and

WHEREAS the Assignor's Board of Directors has adopted with an effective date of May 27, 2016 a plan of complete liquidation (the "Plan of Liquidation"); and

WHEREAS pursuant to the Plan of Liquidation, Assignor wishes to distribute as of the Effective Date to Assignee all of its rights, title and interest in and to the Intellectual Property and the goodwill associated therewith; and

WHEREAS, pursuant to the Plan of Liquidation, Assignor wishes to retain a right to use the Intellectual Property ending not later than December 31, 2016;

and

WHEREAS the Assignor and the Assignee desire to transfer the Intellectual Property from the Assignor to the Assignee.

NOW, THEREFORE, the Assignor declares as follows:

Pursuant to the Plan of Liquidation, in partial exchange for the shares of Assignor owned by Assignee, the Assignor hereby confirms the assignment and transfer to the Assignee of all of the Assignor's right, title and interest in and to the Intellectual Property and the goodwill associated therewith, all common law and statutory rights related thereto, and all rights of renewal and extension, if any, relating thereto on a worldwide basis, on and as of the Effective Date.

The Assignor and the Assignee agree that Assignor shall retain a right to use the Intellectual Property during an interim period ending not later than December 31, 2016;

The Assignor further confirms the transfer and assignment to the Assignee of the right to sue for past infringement and to recover and retain all damages and profits arising in connection with such Intellectual Property.

The Assignor undertakes to, upon the written request of the Assignee, execute all papers, make all rightful oaths, testify on behalf of the Assignee, and do all other acts necessary to carry out the intent of this Agreement, as well as to provide such other material, information and/or assistance as the Assignee may consider necessary.

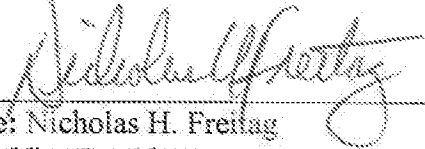
This Agreement shall be binding upon the parties, their successors and/or assigns, and all others acting by, with, through or under their direction and all those in privity of contract therewith.

This Agreement is governed by, and shall be construed and interpreted in accordance with the laws of Delaware.

IN WITNESS WHEREOF, the parties have caused this Worldwide Intellectual Property Assignment Agreement to be duly executed and signed by their duly authorized officers as of the Effective Date.

A AND G, INC.

By:


Name: Nicholas H. Freitag
Title: Vice President

GILDAN ACTIVEWEAR SRL

By:


Name: MICHAEL R. HOFFMANN
Title: PRESIDENT

SCHEDULE "A" - INTELLECTUAL PROPERTY

(1) Trademarks

Trademark	Country	Serial No.	Filing Date	Registration No.	Registration Date	Status	Owner
AAA ALSTYLE APPAREL & ACTIVEWEAR	US	78/403,449	4/16/2004	2,951,680	5/17/2005	Registered	A and G, Inc.
ALSTYLE	US	77/220,681	7/2/2007	3,499,849	9/9/2008	Registered	A and G, Inc.
AAA ALSTYLE	US	77/220,698	7/2/2007	3,616,689	5/5/2009	Registered	A and G, Inc.
ALSTYLE APPAREL & ACTIVEWEAR	US	77/220,716	7/2/2007	3,499,850	9/9/2008	Registered	A and G, Inc.
AAA ALSTYLE APPAREL AND ACTIVEWEAR and Swish Design	US	77/513,099	7/2/2008	3,572,361	2/10/2009	Registered	A and G, Inc.
ALSTYLE APPAREL AND ACTIVEWEAR and Swoosh Design	US	77/513,098	7/2/2008	3,572,360	2/10/2009	Registered	A and G, Inc.
A CLASSIC BY ALSTYLE	US	78/668,867	7/12/2005	3109296	6/27/2006	Registered	A and G, Inc.
A ALSTYLE APPAREL	US	76/279/532	7/02/2001	2867190	7/27/2004	Registered	A and G, Inc.
AAA ALSTYLE APPAREL & ACTIVEWEAR	US	75/024/924	11/28/1995	2017574	11/19/1996	Registered	A and G, Inc.
MURINA	US	74/005,204	11/27/1989	1605715	7/10/1990	Registered	A and G, Inc.
MURINA	US	74/005,788	11/28/1989	1642454	4/23/1991	Registered	A and G, Inc.
THE BEST BLANKS FOR THE BEST IMAGE	US	86/654,813	6/8/2015	4885502	1/12/2016	Registered	A and G, Inc.
AAA ALSTYLE APPAREL & ACTIVEWEAR	EUIPO	3301371	8/4/2003	3301371	12/17/2004	Registered	A and G, Inc.
AAA ALSTYLE APPAREL & ACTIVEWEAR	Japan	2004-6852	1/28/2004	4816955	11/12/2004	Registered	A and G, Inc.
ALSTYLE APPAREL & Design	Canada	1116829	10/1/2001	TMA612,462	6/9/2004	Registered	A and G, Inc.
AAA ALSTYLE APPAREL & ACTIVEWEAR & Design	Canada	1226290	8/25/2004	TMA648,852	9/23/2005	Registered	A and G, Inc.
AAA ALSTYLE APPAREL & ACTIVEWEAR	Mexico	654276	4/30/2004	922625	2/28/2006	Registered	A and G, Inc.
CLASSIC BY ALSTYLE APPAREL & ACTIVEWEAR	Canada	1101258	5/7/2001	TMA612,747	6/15/2004	Registered	A and G, Inc.
AAA ALSTYLE APPAREL & ACTIVEWEAR (logo)	Japan	2015-043533	5/8/2015	5797181	10/2/2015	Registered	A and G, Inc.
ALSTYLE APPAREL & ACTIVEWEAR	Korea	40-20110073869	12/30/2011	40-0922998	06/11/2012	Registered	A and G, Inc.

(2) Copyright

Copyright Title	Country	Copyright No.	Registration Date	Owner
Alstyle Catalog	US	VA0001902347	02/18/2014	A and G, Inc.
Alstyle Catalog 2015	US	TX0008081320	03/25/2015	A and G, Inc.

(3) Domain Names

Domain Name	Expiration Date	Account Holder
alstyle-apparel.com	3/1/2020	A and G, Inc. dba Alstyle Apparel
alstyle.clothing	4/4/2017	A and G, Inc. dba Alstyle Apparel
alstyle.com	7/3/2020	A and G, Inc. dba Alstyle Apparel
alstyle.mx	12/9/2017	Ennis, Inc.
alstyle.net	2/2/2017	A and G, Inc. dba Alstyle Apparel
alstyle.us	2/3/2017	A and G, Inc. dba Alstyle Apparel