

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM392381

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vestis IP Holdings, LLC		07/18/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Subortis IP Holdings, LLC		
<b>Street Address:</b>	160 Corporate Court		
<b>City:</b>	Meriden		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06450		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 39</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2851708	BCC	
Registration Number:	1874733	BCC BLUES	
Registration Number:	2802622	BCC KHAKIS	
Registration Number:	3021017	BEST OF BOB'S	
Registration Number:	3319907	BOB'S STORES	
Registration Number:	4044117	BOB'S STORES ALWAYS REWARDING.	
Registration Number:	3952447	D55	
Registration Number:	3940506	TONE ZONE	
Registration Number:	3292040		
Registration Number:	3385979	DIVISION 55	
Registration Number:	3299671	ROSIE GLOW	
Registration Number:	3805982	RUGGED TRAILS	
Registration Number:	1938916	BOB'S CLOTHING COMPANY EST. 1954	
Registration Number:	1531396	BOB'S STORES	
Registration Number:	1398955	EASTERN MOUNTAIN SPORTS	
Registration Number:	1996475	EASTERN MOUNTAIN SPORTS	
Registration Number:	3011752	EASTERN MOUNTAIN SPORTS	
Registration Number:	2065313	EMS	
Registration Number:	2117180	EMS	
<b>TRADEMARK</b>			

OP \$990.00 2851708

Property Type	Number	Word Mark
Registration Number:	2952447	EMS
Registration Number:	1010768	EMS
Registration Number:	3514259	ESTRN MNTN SPRTS
Registration Number:	3901911	NOR'EASTER POWERED BY EASTERN MOUNTAIN S
Registration Number:	3901910	NOR'EASTER POWERED BY EASTERN MOUNTAIN S
Registration Number:	4358982	SYSTEM3
Registration Number:	3510068	ESTRN MNTN SPRTS EASTERN MOUNTAIN SPORTS
Registration Number:	2952448	
Registration Number:	2832531	TECHWICK
Registration Number:	4711960	TECHWICK
Registration Number:	4736821	EASTERN MOUNTAIN SPORTS
Registration Number:	3186743	ACTION PASS
Registration Number:	1869465	SPORT CHALET
Registration Number:	1869466	SPORT CHALET
Registration Number:	2153318	SPORTLAND
Registration Number:	3655253	PROJECT FIFTY NINE
Serial Number:	86785898	EASTERN MOUNTAIN SPORTS
Serial Number:	86841536	EMS
Serial Number:	86841500	EASTERN MOUNTAIN SPORTS
Serial Number:	86842098	EMS EASTERN MOUNTAIN SPORTS

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** demarcor@sullcrom.com

**Correspondent Name:** Raffaele A. DeMarco

**Address Line 1:** 125 Broad Street

**Address Line 4:** New York, NEW YORK 10004-2498

<b>NAME OF SUBMITTER:</b>	Raffaele A. DeMarco
<b>SIGNATURE:</b>	/Raffaele A. DeMarco/
<b>DATE SIGNED:</b>	07/22/2016

**Total Attachments: 6**

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**TRADEMARK ASSIGNMENT AGREEMENT**

This **TRADEMARK ASSIGNMENT AGREEMENT** ("Agreement") is made and entered into as of the 18<sup>th</sup> day of July, 2016 by and between Subortis IP Holdings, LLC ("Assignee") and Vestis IP Holdings, LLC ("Assignor").

WHEREAS, Assignor is the owner of the entire right, title, interest and goodwill in and to all of its trademarks, either registered, pending or at common law, including, without limitation, the trademarks identified on Schedule A attached hereto (collectively, the "Trademarks");

WHEREAS, this Agreement is made and entered into in connection with the Closing of the transactions contemplated by that certain Amended and Restated Asset Purchase Agreement, dated as of May 31, 2016 (as amended and restated, the "Purchase Agreement"), by and among Subortis Investments II, LLC (formerly known as Vestis BSI Funding II, LLC) ("Buyer") and each other Person that is a signatory thereto, including, without limitation, Assignor;

WHEREAS, capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer, assign, convey and deliver to Buyer, and Buyer has agreed to purchase, acquire and accept from Assignor, all of Assignor's direct or indirect right, title and interest in, to and under certain assets (including, without limitation, the Trademarks);

WHEREAS, pursuant to the Purchase Agreement, and as consented to by Assignor in a letter agreement dated July 17, 2016 (the "Letter Agreement"), Buyer has designated Assignee to acquire all of the Acquired Assets of Assignor (including, without limitation, the Trademarks);

WHEREAS, the execution and delivery of this Agreement is required by Section 2.8(a) of the Purchase Agreement; and

WHEREAS, this Agreement, as duly executed by Assignee and Assignor, is being delivered as of the date hereof by each party hereto to the other party effective as of the Closing.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, Assignor's entire worldwide right, title and interest in and to, including any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks, free and clear of all Liens (other than Permitted Liens expressly identified in the Sale Order), as well as any related trademark registrations, trade names, service marks, and/or trademark applications; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may be issued on same in the future except for any trademarks or related rights constituting Excluded Assets.

Together with Assignor's worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Trademarks.

In accordance with Section 6.1 and 6.2 of the Purchase Agreement, Assignor hereby agrees to perform all affirmative acts which may be necessary or desirable to record or perfect the above-described transfer of Trademark rights, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office, at Assignee's expense, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, again at Assignee's expense.

Assignor hereby further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark and service mark registrations, amended registrations and renewals that have been or may be granted upon any application or petition for same, to Assignee, and Assignee's successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the trademark office of any other country throughout the world.

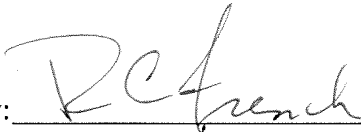
This Agreement is executed and delivered pursuant to the Purchase Agreement and the Letter Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement or the Letter Agreement, the terms and conditions of the Purchase Agreement or the Letter Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter any representation, warranty, covenant or obligation contained in the Purchase Agreement or the Letter Agreement.

This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Delaware (without giving effect to the principles of conflicts of laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code or other applicable federal Law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

**“ASSIGNEE”**

Subortis IP Holdings, LLC


By: \_\_\_\_\_

Name: Raymond C. French

Title: Authorized Person

**“ASSIGNOR”**

Vestis IP Holdings, LLC

By:  \_\_\_\_\_  
Name: Robert J. Duffy  
Title: Chief Restructuring Officer

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK**  
**REEL: 005839 FRAME: 0259**

**SCHEDULE A**

**Trademark Registrations**

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application Number</u>	<u>Serial Number or Registration Number</u>
BCC	United States	76470969	2851708
BCC BLUES	United States	74801977	1874733
BCC KHAKIS	United States	75673644	2802622
BEST OF BOB'S	United States	78546817	3021017
BOB'S STORES	United States	78612038	3319907
BOB'S STORES ALWAYS REWARDING & Design	United States	85174384	4044117
D55	United States	85019153	3952447
TONE ZONE	United States	85097805	3940506
Sunflower Design	United States	78782253	3292040
DIVISION 55	United States	77027245	3385979
ROSIE GLOW	United States	78779140	3299671
RUGGED TRAILS	United States	77812262	3805982
BOB'S CLOTHING COMPANY EST. 1954	United States	76428181	1938916
BOB'S STORES	United States	73723643	1531396
EASTERN MOUNTAIN SPORTS	United States		1,398,955
EASTERN MOUNTAIN SPORTS	United States		1,996,475
EASTERN MOUNTAIN SPORTS & Design of Mountain and Sun	United States		3,011,752
EMS	United States		2,065,313
EMS	United States		2,117,180
EMS & Design of Mountain and Sun	United States		2,952,447
EMS & Ice Axe Design	United States		1,010,768
estrn mntn sprts & Design	United States		3,514,259
NOR'EASTER	United States		3901911
NOR'EASTER	United States		3901910
System3	United States		4,358,982
estrn mntn sprts EASTERN MOUNTAIN SPORTS	United States		3,510,068
Mountain & Sun Logo	United States		2,952,448
TECHWICK	United States		2,832,531
TECHWICK	United States		4,711,960
Eastern Mountain Sports	United States		4,736,821
ACTION PASS & Design	United States		3,186,743 (prior registration)
DIVISION55 & Design	United States		3,385,979 (prior registration)

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application Number</u>	<u>Serial Number or Registration Number</u>
Sport Chalet Logo	United States		1869465
Sport Chalet	United States		1869466
Action Pass	United States		3186743
Sportland	United States		2153318
Project Fifty Nine	United States		3655253
Sport Chalet	California		36912
Sport Chalet and Design	California		36911
Sport Chalet and Design	California		36925
EASTERN MOUNTAIN SPORTS and Mountain/Sun logo	United States		86/785,898
EMS (for footwear)	United States		86/841,536
EASTERN MOUNTAIN SPORTS (for footwear)	United States		86/841,500
EASTERN MOUNTAIN SPORTS and EMS, with Ice Ax logo (for footwear)	United States		86/842,098
BOB'S STORES	Canada		TMA771956
EASTERN MOUNTAIN SPORTS	Canada		488,847
EMS	Canada		502,936
EASTERN MOUNTAIN SPORTS	Hong Kong		4851/1996
EMS	Hong Kong		10811/1996
EASTERN MOUNTAIN SPORTS	Japan		3,235,223
EASTERN MOUNTAIN SPORTS	Japan		3,268,623
EASTERN MOUNTAIN SPORTS	Japan		3,268,679
EASTERN MOUNTAIN SPORTS	Japan		3,316,730
EMS	Japan		4,157,315
BERGELENE	Korea		347,496
EASTERN MOUNTAIN SPORTS	Korea		331,083
EASTERN MOUNTAIN SPORTS	Korea		336,845
EASTERN MOUNTAIN SPORTS	Korea		343,613
EASTERN MOUNTAIN SPORTS	Korea		343,614
EMS	Korea		331,084
EMS	Korea		334,829
EMS	Korea		336,844
EMS	Korea		350,857
EASTERN MOUNTAIN SPORTS	Taiwan		684,965
EMS	Taiwan		684,964