

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435274

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dreamlight, Inc.		07/14/2017	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	ELITE SPORTSWEAR, L.P.		
Street Address:	2136 NORTH 13TH STREET		
City:	READING		
State/Country:	PENNSYLVANIA		
Postal Code:	19604		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4279783		
Registration Number:	4275193	DREAMLIGHT	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	312.269.4178		
Email:	pcyngier@jonesday.com		
Correspondent Name:	Kaitlinn Sliter		
Address Line 1:	77 West Wacker Drive		
Address Line 2:	JONES DAY		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	560255-029006		
NAME OF SUBMITTER:	Kaitlinn Sliter		
SIGNATURE:	/Kaitlinn Sliter/		
DATE SIGNED:	07/17/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "*Assignment*") is made and delivered as of this 14 day of July, 2017, by and between Dreamlight, Inc., a Virginia corporation ("*Assignor*"), and Elite Sportswear, L.P., a Delaware limited partnership ("*Assignee*"), pursuant to an Asset Purchase Agreement, dated as of even date herewith (as amended, modified or supplemented from time to time, the "*Purchase Agreement*"), by and among Assignor, Assignee, Annette Harvey and James Harvey. Capitalized terms used and not defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.

RECITALS:

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the United States trademark registrations identified and set forth on **Schedule A** hereto that constitute Purchased Assets under the Purchase Agreement (the "*Marks*") and the goodwill associated with the Marks;

WHEREAS, pursuant to the Purchase Agreement and that certain Bill of Sale, dated as of the date hereof, by and between Assignor and Assignee, the Marks and their associated goodwill are to be transferred, assigned, conveyed and delivered to Assignee; and

WHEREAS, Assignor desires to transfer, assign, convey and deliver, and Assignee desires to acquire, all of Assignor's right, title and interest in, to and under the Marks, together with all goodwill and all other rights associated with the Marks.

NOW, THEREFORE, for good and sufficient consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. The above recitals are incorporated herein as if set forth at length below.
2. Assignor hereby transfers, assigns, conveys and delivers to Assignee all of Assignor's right, title and interest in, to and under the following:
 - a) the Marks;
 - b) all common law rights and goodwill associated with the Marks; and
 - c) the right to recover damages for any and all past infringement.
3. Assignor agrees, upon reasonable request and without further compensation, but at Assignee's sole expense, that Assignor and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks.
4. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Marks, and to issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

5. Assignee hereby accepts the transfer, assignment, conveyance and delivery of the Marks.
6. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Assignment by facsimile or other electronic transmission (including documents in Adobe PDF format) will be effective as delivery of a manually executed counterpart to this Assignment.
7. This Assignment is executed and delivered pursuant to the Purchase Agreement and made subject to the representations and warranties of the Seller Group contained therein. Assignor hereby specifically incorporates by reference all of the representations, warranties and indemnifications, subject to all of the conditions and limitations, applicable to the Marks in the Purchase Agreement. This Assignment shall not be deemed to defeat, alter, impair, enhance or enlarge any right, obligations, claim or remedy created by the Purchase Agreement, and in the event of any conflict between the Purchase Agreement and this Assignment, the Purchase Agreement shall govern.

[Signatures on the Following Page.]


IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

DREAMLIGHT, INC., as Assignor


By: James T. Harvey
Name: James T. Harvey
Title: President

ELITE SPORTSWEAR, L.P., as Assignee

By: Elite Sportswear Acquisition, LLC,
its general partner

By: 
Name: Bradley J. Roberts
Title: Vice President and Secretary

SCHEDULE A

TRADEMARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
Stylized D 	85651954	6/14/12	4279783	1/22/13	Dreamlight, Inc. (VA Corporation)	Registered
DREAMLIGHT	85636787	5/29/12	4275193	1/15/13	Dreamlight, Inc. (VA Corporation)	Registered

SCHEDULE A

NAI-1502784491v1

15712241v2

RECORDED: 07/17/2017

**TRADEMARK
REEL: 006106 FRAME: 0272**