

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM453652

<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>
RK Uniforms, LLC		10/12/2017	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	School Apparel, Inc		
<b>Street Address:</b>	838 Mitten Road		
<b>City:</b>	Burlingame		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94010		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85403817	RK	
<b>Serial Number:</b>	78916998	KAYNEE	
<b>Serial Number:</b>	86889422	RP ROYAL PARK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4155760300		
<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>			
<b>Phone:</b>	415-576-0200		
<b>Email:</b>	tmadmin@Kilpatricktownsend.com		
<b>Correspondent Name:</b>	Margaret McHugh		
<b>Address Line 1:</b>	1100 Peachtree Street NE, Suite 2800		
<b>Address Line 2:</b>	Mailstop: IP Docketing - 22		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	1070146, 1070147, 1070148		
<b>NAME OF SUBMITTER:</b>	Margaret McHugh		
<b>SIGNATURE:</b>	/margaret mchugh/		
<b>DATE SIGNED:</b>	12/07/2017		
<b>Total Attachments: 5</b>			
source=assignment - RK Uniforms llc#page1.tif			

OP \$90.00 85403817

source=assignment - RK Uniforms llc#page2.tif

source=assignment - RK Uniforms llc#page3.tif

source=assignment - RK Uniforms llc#page4.tif

source=assignment - RK Uniforms llc#page5.tif

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “*Agreement*”) is entered into on October 12, 2017 (the “*Effective Date*”) by and between RK Uniforms, LLC, a Pennsylvania limited liability company (“*Assignor*”), and School Apparel, Inc., a California corporation (“*Assignee*”).

### RECITALS

**WHEREAS**, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated September 30, 2017, by and among, Assignor, Assignee and the members of Assignor (the “*Purchase Agreement*”), pursuant to which Assignee shall purchase certain assets and assume certain liabilities of the Assignor;

**WHEREAS**, Assignor owns the entire right, title and interest in and to the registered trademarks (the “*Trademarks*”) filed with the United States Patent & Trademark Office (the “*USPTO*”), listed on Exhibit A attached hereto and made a part hereof; and

**WHEREAS**, under the terms of the Purchase Agreement, Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, among other assets, the Trademarks, and has agreed to execute and deliver this Agreement, for recording with the U.S. Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the representations, warranties and covenants exchanged in the Purchase Agreement and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment of the Trademarks.** Assignor irrevocably assigns, grants and transfers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest in and to the Trademarks, including without limitation, the specific registrations identified in Exhibit A attached hereto, and all of Assignor’s worldwide rights in and to the Trademarks, including rights of registration, common law rights, the goodwill of the business symbolized by the use of the Trademarks, and the right to sue third parties for and recover damages from future infringement of the Trademarks, the same to be held and enjoyed by Assignor for its own use and enjoyment and the use and enjoyment of its successors, assigns or 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.

2. **Documentation.** At any time, and from time to time after the Effective Date, at Assignee’s request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor’s expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee’s title to the Trademarks and any and all federal and state trademark registrations thereof or applications therefor. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignor’s expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee’s rights in the Trademarks.

3. **Authorization to Record.** Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States to record the assignment of the Trademarks pursuant to this Agreement, and to issue or transfer the Trademarks to Assignee as owner of all right, title and interest therein, or otherwise as Assignee may direct, in accordance with the terms of this Agreement.

4. **General.** This Agreement (a) is irrevocable and effective upon the Assignor’s signatures to and delivery of a manually signed copy of this Agreement or facsimile or email transmission of the signature to this Agreement in connection with the Closing (as defined in the Purchase Agreement), if and only if the Closing is completed, (b) benefits and binds the parties hereto and their respective successors and assigns, (c) does not modify or affect, and is subject to, the provisions of the Purchase Agreement,

and (d) may be signed in counterparts as provided in Section 11.6 of the Purchase Agreement. In the event of any conflict or inconsistency between the provisions of the Purchase Agreement and the provisions of this Agreement, the provisions of the Purchase Agreement will control. Assignee acknowledges that Assignor makes no representation or warranty with respect to the Assigned Trademarks being transferred hereby, except as specifically set forth in the Purchase Agreement.

*\_[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

**ASSIGNOR:**

**RK UNIFORMS, LLC**  
a Pennsylvania limited liability company

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

Name: David Reif

Title: President

**ASSIGNEE:**

**SCHOOL APPAREL, INC.**  
a California corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[School Apparel - RK Uniforms - Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

RK UNIFORMS, LLC  
a Pennsylvania limited liability company

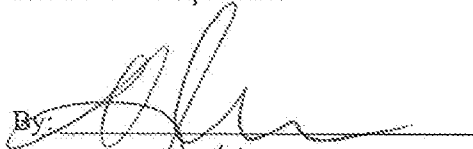
By: \_\_\_\_\_

Name: David Reif

Title: President

ASSIGNEE:

SCHOOL APPAREL, INC.  
a California corporation

By: 

Name: KER KNUSS

Title: CEO

**EXHIBIT A**  
**TRADEMARKS**

<b>Mark</b>	<b>US Serial Number</b>	<b>Registration Date</b>	<b>Status</b>	<b>Jurisdiction of Registration</b>
RK	85403817	02/07/2017	Live	Federal
KAYNEE	78916998	08/07/2007	Live	Federal
RP ROYAL PARK & DESIGN	86889422	09/27/2016	Live	Federal
RIFLE	n/a	n/a	n/a	n/a

4829-0591-3168, v. 1

[Exhibit A]

**RECORDED: 12/07/2017**

**TRADEMARK**  
**REEL: 006223 FRAME: 0240**