

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM454518

<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>
Workrite Uniform Company, LLC		10/02/2017	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	W-D Apparel Company, LLC		
<b>Street Address:</b>	251 Little Falls Drive		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19808		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86838007	CP	
<b>Serial Number:</b>	78886004	FLAME-RESISTANT LEADERSHIP	
<b>Serial Number:</b>	85156965	NOT ALL FR IS CREATED EQUAL	
<b>Serial Number:</b>	78507955	PERFECT PRESS	
<b>Serial Number:</b>	75355597	W	
<b>Serial Number:</b>	78860954	WORKRITE	
<b>Serial Number:</b>	75355596	WORKRITE	
<b>Serial Number:</b>	86838001	WORKRITE CP	
<b>Serial Number:</b>	86969060	WORKRITE FR CP	
<b>Serial Number:</b>	78854891	WORKRITE UNIFORM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3024773932		
<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>	3024773930		
<b>Email:</b>	christine_hernandez@vfc.com,pellegj@vfc.com		
<b>Correspondent Name:</b>	Christine M. Hernandez		
<b>Address Line 1:</b>	3411 Silverside Road		
<b>Address Line 2:</b>	200 Hanby Building		

OP \$265.00 86838007

**Address Line 4:** Wilmington, DELAWARE 19810

**NAME OF SUBMITTER:** Christine M. Hernandez

**SIGNATURE:** /cmh/

**DATE SIGNED:** 12/14/2017

**Total Attachments: 10**

source=WORKRITE removing Schedule 3 - Step 15(i) - Assignment & Assumption Agreement - executed#page1.tif  
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executed#page10.tif

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT is made this 2<sup>nd</sup> day of October, 2017 by and between Workrite Uniform Company, LLC ("Assignor"), a California limited liability company, and W-D Apparel Company, LLC ("Assignee"), a Delaware limited liability company.

### RECITALS:

WHEREAS, VF Sagebrush Enterprises, LLC ("Parent"), a Delaware limited liability company, is the sole member of Assignor and Assignee;

WHEREAS, as part of a reorganization of the Parent and its affiliates, Parent and Assignor have approved a distribution directly to Assignee (in lieu of a distribution by Assignor to Parent and then a contribution by Parent to Assignee) of all right, title, and interest in Assignor's intangible property in existence as of the date of the transfer (the "Transfer"), including all intellectual property (including trademarks, copyrights, patents, and trade secrets), wholesale customer relationships, customer backlog, licensing agreements; distributor agreements, product development, know how, goodwill and going concern value; and

WHEREAS, Assignee desires to accept the Transfer and receive all right, title, and interest in and to the distributed intangible property, including all intellectual property (including trademarks, copyrights, patents, and trade secrets), wholesale customer relationships, customer backlog, licensing agreements; distributor agreements, product development, know how, goodwill and going concern value (the "Intangible Property").

NOW, THEREFORE, in consideration of the Transfer and the mutual covenants contained herein, the sufficiency and receipt of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

### WITNESSETH:

1. *Assignment.*

- a. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the Intangible Property (the "Assignment"), including all trademarks, service marks, and trade dress and the applications for registration thereof shown on the attached Schedules 1 and 2 and any unregistered and/or common law trademarks (collectively, the "Marks") and the goodwill of the business symbolized by the Marks. Assignor also assigns to Assignee all of Assignor's rights and interests in the agreements listed on the attached Schedule 3 (collectively, the "Agreements").
- b. With respect to the rights and obligations of Assignee under the Agreements, Assignor will receive all amounts payable to Assignee thereunder and shall act as a mere service provider of Assignee with regard to all rights and obligations of Assignee thereunder until the assignment of the Agreements will have been perfected. Assignor shall not have the right to take any decision with regard to the Agreements for or on behalf of Assignee, nor conclude any agreements for or on behalf of Assignee. Assignor shall not act as the legal representative of Assignee and agrees to follow any instructions or guidelines given by Assignee with regard to the Agreements.

2. *Acceptance.* Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts and obligations associated with the Intangible Property.

3. *Effective Date and Time.* The Assignment shall be effective on October 2, 2017 at 10:10 a.m. (ET).

4. *Value of the Intangible Property.* The Parties agree that the Assignment is made at the value corresponding to the fair market value (the "Assignment Value")

5. *Representations and Warranties.*

- a. Assignor warrants to Assignee that Assignor has as of the Effective Date good and marketable title to the Intangible Property, free and clear of any liens, charges, pledges, security interests or other encumbrances, and that Assignor is free to transfer good and marketable title to the Intangible Property to Assignee.
- b. Assignee acknowledges and agrees that, except as expressly set forth in this Agreement, (a) Assignor is not making any representations or warranties, express or implied, with respect to the Intangible Property, and (b) such Intangible Property is hereby contributed on an "as is, where is" basis.

6. *Non-competition Agreement.* In connection with the foregoing assignment, Assignor agrees that it will not directly or indirectly use the employees and tangible assets associated with the historic business associated with the Marks for a period of 10 years from the date of this Agreement. Nevertheless, Assignee acknowledges and agrees that Assignor may use the employees and tangible assets associated with the historic business associated with the Marks to engage in such business if Assignor and Assignee enter into a licensing agreement whereby Assignee grants Assignor the right to use the Intangible Property (including intellectual property and goodwill) relating to the historic business associated with the Marks (the "IP Licensing Agreement"). Assignor and Assignee anticipate the contemporaneous execution of such IP Licensing Agreement.

7. *Further Assurances.* The parties hereto shall cooperate fully with each other in any action required to be taken to fulfill their respective obligations hereunder, including, without limitation, the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions that either party reasonably requests from time to time to effectuate the purposes and intent of this transaction and otherwise to consolidate, vest and record in Assignee, with the appropriate authorities, full and complete ownership of the Intangible Property.

8. *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties, and is the complete and exclusive statement of the Parties' agreement on the matters contained herein. Notwithstanding the foregoing, the Parties contemplate that they may desire to enter into or execute transfer instruments of various kinds consistent with, but in some cases duplicative of, this Agreement in order to effect the transfer of the Intangible Property and/or to facilitate the registration of such transfer with governmental authorities.

9. *Severability.* If any provision of this Agreement is determined by any competent court, arbitral tribunal or governmental or administrative authority having jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force. In such

a case, the Parties shall use all reasonable endeavors to replace the invalid or unenforceable provision(s) by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

10. *Amendments.* This Agreement may not be amended, supplemented or otherwise modified except by a written document executed by or on behalf of each of the Parties.

11. *Successors and Assigns.* This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

12. *Counterparts.* This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.


13. *Descriptive Headings.* The descriptive headings contained herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

14. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of Delaware, USA.

[Rest of page intentionally blank. Signature page follows.]

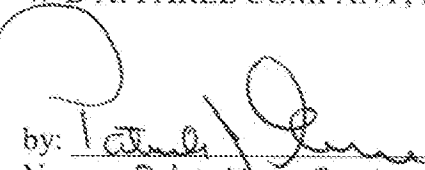
IN WITNESS WHEREOF, each of the parties has caused this Assignment and Assumption Agreement to be duly executed by an authorized officer effective as of the date first above written.

WORKRITE UNIFORM COMPANY, LLC

by:   
Name: Bryan H. McNeill  
Title: Vice President

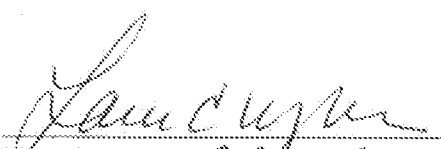
AGREED TO AND ACCEPTED BY:

W-D APPAREL COMPANY, LLC

by:   
Name: Patrick J. Guido  
Title: Vice President

ACKNOWLEDGED AND AGREED:

VF SAGEBRUSH ENTERPRISES, LLC

by:   
Name: Laura C. Meagher  
Title: Vice President

**SCHEDULE 1**

(Workrite Uniform Company, LLC)

**TRADEMARK REGISTRATIONS**

Country	Registered Trademark	Reg. No.	Reg. Date
BELIZE	WORKRITE (word)	5178.08	2/13/2008
BOLIVIA	WORKRITE (word)	168949-C (App #SM-00773/2016)	9/26/2016 (Filed: 2/22/2016)
BOLIVIA	WORKRITE (word)	168948-C (App #SM-00768/2016)	9/26/2016 (Filed: 2/22/2016)
BOLIVIA	WORKRITE FR & Design	169018	9/28/2016
BOLIVIA	WORKRITE FR & Design	170754	12/29/2016
CANADA	FLAME-RESISTANT LEADERSHIP (word)	TMA727,463 (App. #1295830)	10/30/2008 (Filed: 3/29/2006)
CANADA	NOT ALL FR IS CREATED EQUAL	TMA850,945 (App. #1550151)	5/14/2013 (Filed: 11/1/2011)
CANADA	W & Design	TMA 561,176 (Registered)	5/1/2002
CANADA	WORKRITE & Design	TMA 561,273 (Registered)	5/2/2002
CANADA	WORKRITE (word)	TMA716,429 (App. #1295828)	6/11/2008 (Filed: 3/29/2006)
CANADA	Workrite Uniform & Design	TMA 731,413 (App. #1295838)	12/22/2008 (Filed: 3/29/2006)
CANADA	YOUR UNIFORM FOR LIFE COMPANY	TMA613463	6/22/2004
CHILE	WORKRITE (word)	1.226.213 (S/N: 1.193.780)	11/9/2016 (Filed: 3/2/2016)
CHILE	WORKRITE FR & Design	1.227.592 (S/N 1.193.777)	11/21/2016 (Filed: 3/2/2016)
CHINA	WORKRITE (word)	6030005 (App #6030005)	1/13/2010 (Filed: 4/29/2007)
CHINA	WORKRITE (word)	6030006 (Same as App #)	3/14/2010 (Filed: 4/29/2007)
COLOMBIA	WORKRITE (word)	540717 (App. #16042924)	11/11/2016 (Filed: 2/19/2016)
COLOMBIA	WORKRITE FR & Design	540716 (App #16042932)	11/11/2016 (Filed: 2/19/2016)
EUTM	WORKRITE (word)	EUTM 5801626 (App. #5801626)	1/29/2008 (App. Date: 3/30/2007)
GUATEMALA	WORKRITE (word)	Reg. No. 153810 (App #M-2950-2007)	1/29/2008 (Filed: 4/16/2007)
GUATEMALA	WORKRITE (word)	Reg. No. 153808 (App #M-2949-2007)	1/29/2008 (Filed: 4/16/2007)

**TRADEMARK****REEL: 006228 FRAME: 0223**

Country	Registered Trademark	Reg. No.	Reg. Date
HONDURAS	WORKRITE (word)	Reg #102,673	10/31/2007
HONDURAS	WORKRITE (word)	Reg #109,754 (App #12023-07)	8/20/2009 (Filed: 4/11/2007)
INDIA	WORKRITE (word)	1653894 (same as app #)	2/14/2008 (same as app filing date)
INDIA	WORKRITE (word)	1653895	2/14/2008
INDONESIA	WORKRITE (word)	IDM000239096 (App # D00 2008 024066)	7/2/2008 (same as filing date)
INDONESIA	WORKRITE (word)	IDM000234688 (App # D00 2008 024065)	7/2/2008 (same as filing date)
IRAN	WORKRITE (word)	Reg. No. 262523 (App. No. 139550140001000 8115)	5/1/2016 (same as filing date)
IRAN	WORKRITE FR & Design (B&W)	Reg. No. 253786 (App. No. 139550140001000 8114)	5/1/2016 (same as filing date)
IRAN	WORKRITE UNIFORM & Design (B&W)	Reg. No. 258065 (App. No. 139550140001000 8116)	5/1/2016 (same as filing date)
KUWAIT	WORKRITE (word)	Reg. # 112805 (S/N 122704)	7/28/2011
KUWAIT	WORKRITE (word)	Reg. # 112806 (S/N 122705)	7/28/2011
KUWAIT	WORKRITE UNIFORM & Design	Reg. # 113038 (S/N 122706)	7/28/2011
KUWAIT	WORKRITE UNIFORM & Design	Reg. # 113039 (S/N 122707)	7/28/2011
MALAYSIA	WORKRITE (word)	07008031 (App # same)	5/8/2007
MALAYSIA	WORKRITE (word)	7008032 (App # same)	5/8/2007
MEXICO	FLAME-RESISTANT LEADERSHIP (word)	1,205,538 (App #795,302)	3/8/2011 (Filed: 7/20/2006)
MEXICO	FLAME-RESISTANT LEADERSHIP (word)	1,266,225 (App #1,208,152)	2/9/2012 (Filed: 9/2/2011)
MEXICO	Workrite & Design	975,639 (App. #795306 replaced by App. #834524)	2/7/2007
MEXICO	Workrite & Design	1,171,105 (App #868,630)	7/29/2010



Country	Registered Trademark	Reg. No.	Reg. Date
MEXICO	WORKRITE (word)	783,257	3/18/2003
MEXICO	WORKRITE (word)	783,256	3/18/2003
MEXICO	Workrite UNIFORM & Design	977,832 (App. #834,523 replaced App. #795307)	3/22/2007
MEXICO	WORKRITE UNIFORM (& Design)	1,015,855 (App. #868632)	11/30/2007
MEXICO	YOUR UNIFORM FOR LIFE COMPANY (word) - Commercial Advertisement	Reg. #44602 Commercial Ad App. #43,431 Old App. #588116	Reg. Date: 10/22/07 Filed: 10/2/07 Old filing date: 2/13/2003
MEXICO	YOUR UNIFORM FOR LIFE COMPANY (word) - Commercial Advertisement	Reg. # 44603 App. #43,432 Old App. #588115	Reg. Date: 10/22/07 Filed 10/2/07 Old filing date: 2/13/2003
NICARAGUA	WORKRITE	Reg. #0801385 LM (App. #2007-01329)	Reg date: 6/9/2008 (filed: 4/19/2007)
PAKISTAN	WORKRITE (word)	234164 (Same as App #)	3/24/2007 (Same as Filing Date)
PAKISTAN	WORKRITE (word)	234165	3/24/2007
PERU	WORKRITE (word)	221028 (App. # 589507)	2/5/2015 (Filed: 9/16/2014)
PERU	WORKRITE (word)	219,607 (App. #589509)	12/30/2014 (Filed: 9/16/2014)
PERU	WORKRITE UNIFORM & Flame Design	223283 (App. #589508)	4/27/2015 (Filed: 9/16/2014)
PERU	WORKRITE UNIFORM & Flame Design	219606 (App. #589506)	12/30/2014 (Filed: 9/16/2014)
REPUBLIC OF KOREA (SOUTH)	WORKRITE (word)	40-742597 (App # 40-2007- 15830)	4/2/2008 (Filed: 3/23/2007)
RUSSIA	W & Design	407869 (App #2009701706)	5/4/2010 (Filed: 2/3/2009)
RUSSIA	WORKRITE & Design	408512 (App #2009701705)	5/13/2010 (Filed: 2/3/2009)
RUSSIA	WORKRITE UNIFORM & Design	413,071 (S/N: 2009701704)	7/8/2010 (Filed: 2/3/2009)
SAUDI ARABIA	WORKRITE FR & Design (B&W)	1438000755 (same as app #)	1/30/2017 (Filed: 10/13/2016)
SAUDI ARABIA	WORKRITE FR & Design (B&W)	1438000756 (same as app #)	1/30/2017 (Filed: 10/13/2016)
SAUDI ARABIA	WORKRITE FR & Design (color)	1438000745 (same as app #)	1/30/2017 (Filed: 10/13/2016)
SAUDI ARABIA	WORKRITE FR & Design (color)	1438000746 (same as app #)	1/30/2017 (Filed: 10/13/2016)

Country	Registered Trademark	Reg. No.	Reg. Date
SAUDI ARABIA	WORKRITE FR (word)	1438000736 (same as app #)	1/30/2017 (Filed: 10/13/2016)
SAUDI ARABIA	WORKRITE FR (word)	1438000737 (same as app #)	1/30/2017 (Filed: 10/13/2016)
THAILAND	WORKRITE (word) (composite mark)	TM304889 (App #665768 (ITU))	10/8/2009 (Filed: 6/29/2007)
THAILAND	WORKRITE (word) (composite mark)	TM282582 (App #665769 (ITU))	7/7/2008 (Filed: 6/29/2007)
UNITED STATES	FLAME-RESISTANT LEADERSHIP	3,424,586 (S/N 78/886004)	5/6/2008 (Filed: 5/17/2006)
UNITED STATES	NOT ALL FR IS CREATED EQUAL	3,974,296 (S/N: 85/156,965)	6/7/2011 (Filed: 10/20/2010)
UNITED STATES	PERFECT PRESS (word)	3,248,212	5/29/2007
UNITED STATES	W & Design	2,199,807	10/27/1998
UNITED STATES	WORKRITE & Design	2,199,806	10/27/1998
UNITED STATES	WORKRITE (word)	3,388,960 (S/N 78/860954)	2/26/08 (Filed: 4/13/2006)
UNITED STATES	WORKRITE FR CP & Designs	5252009	7/25/2017
UNITED STATES	Workrite Uniform & Design	3,428,544 (S/N 78/854891)	5/13/2008 Filed: 4/5/2006
VENEZUELA	W & Design	P293090 (App.#014730-2000)	5/6/09 (Filed: 8/15/2000)
VENEZUELA	WORKRITE & Design	P289517 (App.#11885-2006)	11/19/2008 (Filed: 6/2/2006)
VENEZUELA	WORKRITE (word)	P237826 (App.#14728-2000)	6/28/2002 (Filed: 8/15/2000)
VENEZUELA	WORKRITE (word)	P294769 (App.#11617-2006)	6/17/2009 (Filed: 5/31/2006)
VENEZUELA	WORKRITE (word)	P-359675 (S/N: 3154-2016)	3/29/2017 (Filed: 3/7/2016)
VENEZUELA	WORKRITE FR & Design	P-359676 (S/N: 3165-2016)	3/29/2017 (Filed: 3/7/2016)
VENEZUELA	YOUR UNIFORM FOR LIFE COMPANY	P293827 (App.#11618-2006)	5/6/09 (Filed: 5/31/2006)

**SCHEDULE 2**

(Workrite Uniform Company, LLC)

**TRADEMARK APPLICATIONS**

Country	Trademark Application	Application No.	Filing Date
ARGENTINA	WORKRITE (word)	3.480.113	2/23/2016
ARGENTINA	WORKRITE (word)	3.480.109	2/23/2016
ARGENTINA	WORKRITE FR & Design	3.480.107	2/23/2016
ARGENTINA	WORKRITE FR & Design	3.480.108	2/23/2016
BRAZIL	WORKRITE (word)	908331932	9/23/2014
BRAZIL	WORKRITE (word)	908331975	9/23/2014
BRAZIL	WORKRITE UNIFORM & Flame Design	908332009	9/23/2014
BRAZIL	WORKRITE UNIFORM & Flame Design	908332041	9/23/2014
CANADA	CP (Stylized)	1,755,224	11/17/2015
CANADA	WORKRITE CP (word)	1,755,219	11/17/2015
CUBA	WORKRITE (WORD)	2016-0092	1/21/2016
CUBA	WORKRITE UNIFORM & Design (B&W)	2016-0093	1/21/2016
ECUADOR	WORKRITE (word)	IEPI-2016-7284	2/22/2016
ECUADOR	WORKRITE (word)	IEPI-2016-7302	2/22/2016
ECUADOR	WORKRITE FR & Design	IEPI-2016-7326	2/22/2016
ECUADOR	WORKRITE FR & Design	IEPI-2016-7328	2/22/2016
EGYPT	WORKRITE FR & Design (color)	333376	4/5/2016
EGYPT	WORKRITE FR & Design (color)	333377	4/5/2016
PARAGUAY	WORKRITE (word)	8656/2016	2/23/2016
PARAGUAY	WORKRITE (word)	8655/2016	2/23/2016
PARAGUAY	WORKRITE FR & Design	8653/2016	2/23/2016
PARAGUAY	WORKRITE FR & Design	8654/2016	2/23/2016
SURINAME	WORKRITE (word)	26613	3/14/2016
SURINAME	WORKRITE FR & Design	26614	3/14/2016
UNITED ARAB EMIRATES	WORKRITE FR & Design (B&W)	262509	11/2/2016
UNITED ARAB EMIRATES	WORKRITE FR & Design (B&W)	262510	11/2/2016
UNITED ARAB EMIRATES	WORKRITE FR & Design (color)	262511	11/2/2016
UNITED ARAB EMIRATES	WORKRITE FR & Design (color)	262512	11/2/2016
UNITED ARAB EMIRATES	WORKRITE FR (word)	262507	11/2/2016
UNITED ARAB EMIRATES	WORKRITE FR (word)	262508	11/2/2016

**TRADEMARK****REEL: 006228 FRAME: 0227**

Country	Trademark Application	Application No.	Filing Date
UNITED STATES	CP (Stylized)	86/838,007	12/3/2015
UNITED STATES	WORKRITE CP (word)	86/838,001	12/3/2015
URUGUAY	WORKRITE (word)	471.977	2/19/2016
URUGUAY	WORKRITE FR & Design	471.976	2/19/2016
VENEZUELA	WORKRITE	2016-003163	3/7/2016
VENEZUELA	WORKRITE (word)	3440-2016	3/11/2016
VENEZUELA	WORKRITE FR & Design	3164-2016	3/7/2016