

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453596

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Four Star Brands, Ltd.		12/06/2017	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Sock and Accessory Brands Global, Inc.		
Street Address:	129 NC Highway 801 S.		
City:	Advance		
State/Country:	NORTH CAROLINA		
Postal Code:	27006		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87276811	TOP SOX	
Registration Number:	4052584	SOCK UNIVERSITY	
Registration Number:	3602134	TEAM TS	
Registration Number:	3602198	TEAM TS	
CORRESPONDENCE DATA			
Fax Number:	7344184289		
<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:	(734) 418-4288		
Email:	trademark@honigman.com		
Correspondent Name:	Julie E. Reitz		
Address Line 1:	39400 Woodward Avenue, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	232941-319850		
NAME OF SUBMITTER:	Julie E. Reitz		
SIGNATURE:	/Julie E. Reitz/		
DATE SIGNED:	12/07/2017		
Total Attachments: 6			
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ASSIGNMENT OF PROPRIETARY RIGHTS

This Assignment of Proprietary Rights (this "Assignment") is made as of December 6, 2017, by and between Four Star Brands, Ltd., a North Carolina corporation ("Assignor"), and Sock and Accessory Brands Global, Inc., a Delaware corporation ("Assignee" and together with Assignor, collectively, the "Parties"). Capitalized terms used but not otherwise defined in this Assignment shall have the meanings given to them in the Sale Agreement (as defined in Recital B below).

RECITALS

A. Assignor, Assignee and certain other persons or entities are parties to a Sale Agreement, dated as of the date hereof (the "Sale Agreement").

B. Under the terms of the Sale Agreement, Assignor has sold, conveyed, assigned, transferred and delivered to Assignee the Assets, including, without limitation, certain intellectual property rights of Assignor, and has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

Therefore, the Parties hereby agree as follows:

1. Assigned Proprietary Rights. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of 12:01 a.m. Eastern Time on December , 2017, Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee, and its successors and assigns forever, free and clear of all Encumbrances, all of Assignor's right, title and interest, of whatever kind, throughout the world, in and to the following (the "Assigned Proprietary Rights"):

(a) any and all of Assignor's trademarks, service marks, trade names, brands, brand names and domain names (the "Marks"), including any applications, registrations, renewals and extensions thereof, together with all of the goodwill associated with and symbolized by the Marks, including those registrations detailed on the attached Schedule A;

(b) all rights or interests to any other proprietary rights, whether as an owner, licensor, licensee or otherwise, and any and all corresponding rights or interests that, now or hereafter, may be secured throughout the world, including: copyrightable works, works of authorship, all moral and economic rights of authors and inventors, however denominated, and any similar or equivalent rights to any of the foregoing, and all tangible embodiments of the foregoing, designs, artwork, licensor approvals and authorizations regarding designs and artwork, know-how and confidential information (including ideas, formulae, compositions, know how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial, business and marketing information and plans, and customer and supplier lists, pricing and cost information, and related information);

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction and otherwise throughout the world; and

(c) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Additional Covenants. Assignor will not oppose any application, seek to cancel any registration or initiate re-examination, or object to any use by Assignee, of the Assigned Proprietary Rights, or assist any third party in any of the foregoing.

3. Recordation. Assignor hereby authorizes the Commissioner for Trademarks of the U.S. Patent and Trademark Office and any other governmental officials, whether foreign or domestic, to record and/or register this Assignment upon request by Assignee or its representatives and to issue one or more new certificates of registration in Assignee's name.

4. Further Assurances. Assignor shall (a) execute and deliver such further instruments of conveyance and transfer and take such additional action as Assignee may reasonably request to effect, consummate, confirm or evidence the transfer to Assignee of the Assigned Proprietary Rights, (b) execute such documents as may be reasonably necessary to assist Assignee in preserving or perfecting its rights in the Assigned Proprietary Rights, and (c) use its reasonable efforts to do or cause to be done all other things necessary, proper or advisable under applicable law, to carry out the provisions of this Assignment and to consummate and give full effect to the transactions contemplated by this Assignment.

5. Sale Agreement. Nothing herein (a) shall be deemed to limit the rights, remedies, duties and obligations of the Parties under the Sale Agreement, and (b) is intended to, nor shall it, limit or impair the representations, warranties, covenants and obligations of Assignor or Assignee contained in the Sale Agreement or the survival thereof.

6. Amendment and Modification. An amendment or modification or addition to this Assignment will be valid or effective if and only if the same is in writing making specific reference to this Assignment and is signed by Assignee and Assignor, or against the Party against whom the amendment, modification or addition is sought to be enforced. No consent of any other Person shall be required for any such amendment, modification or addition.

7. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

8. Notices. Any notice or other communication required or permitted to be given hereunder will be sufficient if it is given in the manner set forth in the Sale Agreement.

9. Governing Law. This Assignment, its construction and the determination of any contractual or non-contractual rights, duties or remedies of the Parties arising out of or relating to

this Assignment will be governed by, enforced under and construed in accordance with the laws of the State of North Carolina, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

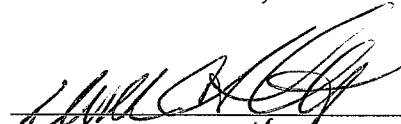
10. Execution. This Assignment may be executed by the Parties in counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or other electronic transmission and shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[signature page follows]

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

ASSIGNOR:

FOUR STAR BRANDS, LTD.

By: 
Name: William C Steady FF
Title: President

ASSIGNEE:

SOCK AND ACCESSORY BRANDS
GLOBAL, INC.

By: _____
Name:
Title:

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


ASSIGNOR:

FOUR STAR BRANDS, LTD.

By: _____
Name:
Title:

ASSIGNEE:

SOCK AND ACCESSORY BRANDS
GLOBAL, INC.

By: _____
Name:  Tom O'Riordan
Title:

CEO

SCHEDULE A

Trademark	Jurisdiction	Serial Number
Top Sox	U.S.A.	87276811
Sock University	U.S.A.	4052584
Team TS	U.S.A.	3602134
Team TS	U.S.A.	3602198

Domain Name	Registrar
Topsox.com	