

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475707

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIRTY BIRD PRODUCTIONS		01/16/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PETER MILLAR LLC		
Street Address:	1002 Twin Creeks Court		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27703		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4482668	GGGG	
Registration Number:	4799904	GGGG	
Registration Number:	4808894	G/FORE	
Registration Number:	4035425	G FORE	
Registration Number:	4117878	G/FORE	
CORRESPONDENCE DATA			
Fax Number:	9199814300		
<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:	919-981-4000		
Email:	ashores@williamsmullen.com		
Correspondent Name:	Andrew R. Shores, Esquire		
Address Line 1:	Williams Mullen, c/o IP Docketing		
Address Line 2:	8300 Greensboro Drive, Suite 1100		
Address Line 4:	Tysons, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	057252.0004		
NAME OF SUBMITTER:	Andrew R. Shores		
SIGNATURE:	/Andrew R. Shores/		
DATE SIGNED:	05/29/2018		

OP \$140.00 4482668

Total Attachments: 8

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TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Trademark Assignment") entered into as of this 16th day of January, 2018, is made by DIRTY BIRD PRODUCTIONS, a California corporation ("ASSIGNOR"), in favor of PETER MILLAR LLC, a Delaware limited liability company ("ASSIGNEE"). Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, ASSIGNOR owns all right, title and interest in and to the trademarks, service marks, logos, designs, names and trade names listed on the attached Schedule A (the "Trademarks"), all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by said Trademarks;

WHEREAS, ASSIGNOR, ASSIGNEE and Massimo Giannulli, as Stockholder, have entered into that certain Asset Purchase Agreement, dated as of January 16, 2018 (the "Purchase Agreement"), pursuant to which ASSIGNEE agrees to purchase certain assets from ASSIGNOR, including the Trademarks, and all goodwill of the business associated with the Trademarks and the associated trademark registrations of the Trademarks; and

WHEREAS, ASSIGNOR desires to transfer, assign and convey to ASSIGNEE, and ASSIGNEE desires to acquire from ASSIGNOR, all of ASSIGNOR'S right, title and interest in and to the Trademarks, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR and ASSIGNEE do hereby agree as follows:

1. Assignment. ASSIGNOR did and hereby does assign, convey and transfer to ASSIGNEE, its successors and permitted assigns, all of ASSIGNOR'S right, title and interest in and to the Trademarks, including all trademark applications and registrations therefor, any common law rights to such Trademarks, all goodwill of the business symbolized by the Trademarks set forth on Schedule A as well as all claims and causes of action against third parties for any and all past infringements of the rights being assigned, and the right to collect and retain any proceeds therefrom; the aforesaid transferred rights, title and interests to be held and enjoyed by ASSIGNEE, its successors and permitted assigns as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this Trademark Assignment not been made.

2. Further Assurances. ASSIGNOR hereby agrees to execute, or cause to be executed, upon the reasonable request of ASSIGNEE, such additional instruments, documents, declarations, consents and papers as are necessary to continue, secure, defend and register the Trademarks, and to otherwise give full effect to and to perfect the rights of ASSIGNEE under this Trademark Assignment, including, without limitation, all documents necessary to record in the name of ASSIGNEE the assignment of the Trademarks with the U.S. Patent & Trademark

Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar.

3. Rights Cumulative; Terms of Asset Purchase Agreement. The rights, duties and obligations of the parties hereunder shall be cumulative and in addition to the rights, duties and obligations of the parties under the Purchase Agreement. Nothing contained herein will itself supersede, change, amend, rescind, extend, waive, or alter (nor should it be deemed or construed as superseding, changing, amending, rescinding, extending, waiving or altering) or in any way affect the terms or conditions of the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Trademark Assignment, the terms of the Purchase Agreement will control. This Trademark Assignment is intended only to effect the assignment of the Trademarks as contemplated by, and pursuant to, the Purchase Agreement and shall be governed entirely by the terms of the Purchase Agreement.

4. Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

5. Counterparts. This Trademark Assignment may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Delivery of a facsimile or other electronic version of one (1) or more signatures to this Trademark Assignment shall be deemed adequate delivery for all purposes hereof.

6. Notices. All notices and other communications hereunder shall be in writing and shall be made in accordance with Section 9.2 of the Purchase Agreement.

7. Binding Effect; Assignment. This Trademark Assignment and the respective rights, covenants, conditions and obligations of the parties hereunder and any instrument or agreement executed pursuant hereto shall be binding upon and enforceable by, and shall inure solely to the benefit of, the parties hereunder and their respective heirs, successors and permitted assigns and legal representatives.

8. Section Titles. The titles of the sections of this Trademark Assignment are for convenience only and will not in any way affect the interpretation of any section or of the Trademark Assignment itself.

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IN WITNESS WHEREOF, each party has caused this Trademark Assignment to be duly executed in its name by its duly authorized representatives as of the date set forth above.

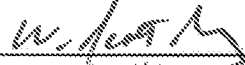
ASSIGNOR:

DIRTY BIRD PRODUCTIONS

By: 
Name: Mission Gianni
Title: CEO




ASSIGNEE:



PETER MILLAR LLC



By: 
Name: William Scott Mahoney
Title: CEO


[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT]



SCHEDULE A
TRADEMARKS

Country	Trade mark	Class/Goods	Application No. Filing Date	Registration No. / Registration Date	Owner
Australia	G FORE 	25: Clothing, including athletic apparel, shirts, t-shirts, polo shirts, pants, jackets, athletic uniforms and socks, belts, footwear, (including golf shoes), headgear (including hats, caps and visors) 28: Golf gloves, golf bags, golf bag covers, golf ball markers, golf balls, golf clubs, covers for golf clubs	1548878 March 28, 2013	1548878 September 26, 2013	DIRTY BIRD PRODUCTIONS
Australia	(GGGG & Design) 	25: Clothing, including athletic apparel, shirts, t-shirts, polo shirts, pants, jackets, athletic uniforms and socks, belts, footwear, (including golf shoes), headgear (including hats, caps and visors) 28: Golf gloves, golf bags, golf bag covers, golf ball markers, golf balls, golf clubs, covers for golf clubs	1548879 March 28, 2013	1548879 November 07, 2013	DIRTY BIRD PRODUCTIONS
Canada	 (GGGG &)	25: Athletic apparel, namely shirts, pants, jackets, footwear, hats and caps, athletic uniforms and golf gloves	1534307 June 28, 2011	TMA967726 April 07, 2017	DIRTY BIRD PRODUCTIONS

	Design)					
Canada	G-FORE	25: Clothing, namely athletic apparel, shirts, polo shirts, pants, jackets, socks, footwear (namely golf shoes), hats, caps, visors; golf ball markers; golf gloves	1620881	TMAA934650	DIRTY BIRD PRODUCTIONS	
			March 28, 2013	April 13, 2016		
China	 (GGGG & Design)	28: Golf gloves; knee guards (sports articles); paddings (protective) (parts of sports suits); golf bags, with or without wheels; golf club heads; golf mats; golf bag covers	10458662	10458662	DIRTY BIRD PRODUCTIONS	
			February 03, 2012	March 28, 2013		
China	G-FORE	25: Clothing, athletic apparel, shirts, t-shirts, polo shirts, pants, jackets, athletic uniforms, belts, socks, footwear, golf shoes, hats, caps, visors	12973765	12973765	DIRTY BIRD PRODUCTIONS	
			07/25/2013	February 14, 2015		
China	G-FORE	28: Golf gloves, golf bags, golf bag covers, golf ball markers, golf balls, golf clubs, covers for golf clubs	12973764	12973764	DIRTY BIRD PRODUCTIONS	
			July 25, 2013	January 14, 2015		
European Union	 (GGGG & Design)	25: Athletic apparel, namely shirts, pants, trousers, jackets, footwear, hats and caps, athletic uniforms	10073732	10073732	DIRTY BIRD PRODUCTIONS	
			June 24, 2011	November 03, 2011		
European Union	G-FORE	25: Clothing, athletic apparel, shirts, t-shirts, polo shirts, pants, jackets, athletic uniforms, belts,	11699618	11699618	DIRTY BIRD PRODUCTIONS	

		socks, footwear, golf shoes, hats, caps, visors 28: Golf gloves, golf bags, golf bag covers, golf ball markers, golf balls, golf clubs, covers for golf clubs	March 28, 2013	August 09, 2013	
Hong Kong	 (GGGG & Design)	25: Clothing, footwear, headgear, athletic apparel, namely shirts, pants, jackets, footwear, hats and caps, athletic uniforms 28: Golf gloves	301954684 June 23, 2011	301954684 February 15, 2012	DIRTY BIRD PRODUCTIONS (VIA ASSIGNMENT FROM DIRTY BIRD PRODUCTIONS, LLC)
Hong Kong	G-FORE	25: Clothing, athletic apparel, shirts, t-shirts, polo shirts, pants, jackets, athletic uniforms, belts, socks, footwear, golf shoes, hats, caps, visors 28: Golf gloves, golf bags, golf bag covers, golf ball markers, golf balls, golf clubs, covers for golf clubs	302676646 July 18, 2013	302676646 July 18, 2013	DIRTY BIRD PRODUCTIONS
Japan	 (GGGG & Design)	25: Athletic apparel; shirts; undershirts; pants; trousers; jackets; footwear; hats and caps; athletic uniforms; clothing; garters; sock suspenders; suspenders (braces); waistbands; belts for clothing; masquerade	045798/2011 June 30, 2011	5458689 December 16, 2011	DIRTY BIRD PRODUCTIONS (VIA ASSIGNMENT FROM DIRTY BIRD PRODUCTIONS,

		costumes; clothes for sports; boots for sports			LLC)
Japan	G FORE	28: Golf gloves; sports equipment 25: Clothing, athletic apparel, shirts, t-shirts, polo shirts, pants, jackets, athletic uniforms, belts, socks, footwear, golf shoes, hats, caps, visors, garters, sock suspenders, suspenders [braces], waistbands, masquerade costumes, clothes for sports, special footwear for sports	2013-022494 March 28, 2013	5609587 August 23, 2013	DIRTY BIRD PRODUCTIONS
Republic of Korea	G/FORE	28: Golf gloves, golf bags, golf bag covers, golf ball markers, golf balls, golf clubs, covers for golf clubs; sports equipment	40-2012-0060911 September 27, 2012	40-0990118 August 21, 2013	DIRTY BIRD PRODUCTIONS
Republic of Korea	 (GGGG & Design)	28: Golf gloves 28: Golf gloves	40-2012-0060912 September 27, 2012	40-1011247 December 05, 2013	DIRTY BIRD PRODUCTIONS
United States	G/FORE	28: Golf gloves	85366275	4117878	DIRTY BIRD PRODUCTIONS

			July 08, 2011	March 27, 2012	
United States	 (GGGG & Design)	28: Golf gloves	85978375 October 19, 2010	4482668 February 11, 2014	DIRTY BIRD PRODUCTIONS
United States	 (GGGG & Design)	25: Athletic apparel for golf, namely, shirts, pants, jackets, footwear, hats and caps	85156397 October 19, 2010	4799904 August 25, 2015	DIRTY BIRD PRODUCTIONS
United States	G/FORE	28: Golf gloves	77747554 May 29, 2009	4035425 October 04, 2011	DIRTY BIRD PRODUCTIONS (VIA ASSIGNMENT FROM DIRTY BIRD PRODUCTIONS, LLC)
United States	G/FORE	25: Athletic apparel, namely, shirts, t-shirts, polo shirts, pants, jackets, athletic uniforms, belts, socks, footwear, golf shoes, hats, caps, visors	85804095 December 17, 2012	4808894 September 08, 2015	DIRTY BIRD PRODUCTIONS

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