

900452133 05/25/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM475487

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kathleen Sullivan		05/08/2018	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Prym Consumer USA INC.		
Street Address:	950 Brisack Road		
City:	Spartanburg		
State/Country:	SOUTH CAROLINA		
Postal Code:	29303		
Entity Type:	Incorporated Association SOUTH CAROLINA Corporation		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4682842	YARNIT	
Registration Number:	5361118	BIG SULLY	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<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:	704-417-3234		
Email:	jp@nelsonmullins.com		
Correspondent Name:	Nichole Hayden		
Address Line 1:	301 S. College Street		
Address Line 2:	One Wells Fargo Center, 23 FL		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Nichole Hayden		
SIGNATURE:	/Nichole Hayden/		
DATE SIGNED:	05/25/2018		
Total Attachments: 4			
source=Trademark Assignment for Recordal (Prym) - 4844-8202-2246 v 1#page1.tif			
source=Trademark Assignment for Recordal (Prym) - 4844-8202-2246 v 1#page2.tif			
source=Trademark Assignment for Recordal (Prym) - 4844-8202-2246 v 1#page3.tif			
source=Trademark Assignment for Recordal (Prym) - 4844-8202-2246 v 1#page4.tif			

CH \$65.00 4682842

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Trademark Assignment”), dated as of May 8, 2018, is entered into by and between Kathleen Sullivan, an individual residing in Cooperstown, NY (the “Assignor”) and Pym Consumer USA Inc., a South Carolina corporation (the “Assignee”).

RECITALS

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement dated as of even date herewith, by and between the Assignor and the Assignee (the “Purchase Agreement”), pursuant to which the Assignor agreed to sell, assign, transfer and convey certain assets to the Assignee, including the following marks, registrations and applications (the “Trademark Assets”):

Mark	Country	Serial No.	Reg. No.	Filing Date	Reg. Date	Status
YARNIT	US	86/179,366	4,682,842	Jan. 30, 2014	Feb. 3, 2015	Registered
YARNIT	Canada	1681369	TMA931218	June 16, 2014	March 10, 2016	Registered
YARNIT	EU	013865175	013865175	March 24, 2015	July 28, 2015	Registered
BIG SULLY	US	87/221,540	5,361,118	Oct. 31, 2016	Dec. 19, 2017	Registered

WHEREAS, the Assignor now desires to assign and transfer to the Assignee, and the Assignee desires to acquire from the Assignor, all of the Assignor’s right, title and interest in and to the Trademark Assets and all goodwill associated therewith, in each case as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth in this Trademark Assignment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Trademark Assets. The Assignor hereby assigns, transfers and conveys to the Assignee and its successors and assigns all of the Assignor’s right, title and interest in and to (a) the Trademark Assets and all goodwill associated therewith, and (b) all rights to income and license fees deriving from the Trademark Assets to the extent earned after the date hereof, and all causes of action, claims and rights to damages or profits arising by reason of any past, present or future infringements or unauthorized uses of the Trademark Assets, and the right to sue for and collect such damages or profits, in each case as permitted by law.

2. Miscellaneous. This Trademark Assignment is one of the transaction documents to be delivered in consummation of the transactions contemplated by the Purchase Agreement.

Nothing contained in this Trademark Assignment shall be deemed to supersede, amend or modify any of the terms, conditions or provisions of the Purchase Agreement or any rights or obligations of the parties under the Purchase Agreement. Capitalized terms used herein, but not defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date first written above.

ASSIGNOR:

KATHLEEN SULLIVAN



Name: Kathleen Sullivan

ASSIGNEE:

PRYM CONSUMER USA INC.

Name: Steve Mills

Title: Chief Executive Officer

Name: Dr. Ansgar Nonn

Title: Prym Group CEO / Chairman of the Board

Execution Page to Trademark Assignment

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date first written above.

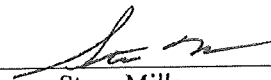
ASSIGNOR:

KATHLEEN SULLIVAN

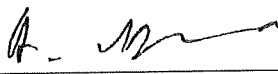
Name: Kathleen Sullivan

ASSIGNEE:

PRYM CONSUMER USA INC.



Name: Steve Mills
Title: Chief Executive Officer



Name: Dr. Ansgar Nonn
Title: Prym Group CEO / Chairman of the Board

Execution Page to Trademark Assignment