

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM500368

<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>
Kerrits Activewear, LLC (f/k/a Kerrits Activewear, Inc.)		11/30/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kerrits Activewear, LLC		
<b>Street Address:</b>	143 Mill Rock Road, East		
<b>City:</b>	Saybrook		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06475		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3728106	KERRITS	
<b>Registration Number:</b>	1788255	KERRITS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	CSC		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	510007-10		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		
<b>DATE SIGNED:</b>	12/03/2018		
<b>Total Attachments: 4</b>			
source=12-3-18 Kerritts-TM#page2.tif			
source=12-3-18 Kerritts-TM#page3.tif			
source=12-3-18 Kerritts-TM#page4.tif			

CH \$65.00 3728106



TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement, dated as of November 30, 2018, is between Kerrits Activewear, LLC (f/k/a Kerrits Activewear, Inc.), a Delaware limited liability company (“*Assignor*”), and Kerrits Activewear, LLC, a Delaware limited liability company (“*Assignee*”).

RECITALS

WHEREAS, Assignor is the owner of the entire right, title, interest and goodwill in and to all of its trademarks, either registered, pending or at common law, including, without limitation, the trademarks identified on Schedule A attached hereto (collectively, the “*Trademarks*”);

WHEREAS, Assignor, formerly a Washington corporation, converted into Assignee, a Delaware limited liability company, effective June 29, 2017 (the “*Conversion*”); and

WHEREAS, in connection with the Conversion, Assignee desires to acquire the Trademarks and Assignor desires to assign the Trademarks to Assignee.

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor’s entire worldwide right, title and interest in and to, including any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks, free and clear of liens or encumbrances, as well as any related trademark registrations, trade names, service marks, and/or trademark applications; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may be issued on same in the future.

Together with Assignor’s worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Trademark Assignment Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Trademarks.

Assignor hereby covenants and warrants that, with respect to each Trademark, it has the full right to convey its above-described right, title, interest and goodwill by this instrument, free of any liens or encumbrances. Assignor further covenants and warrants that no other agreement has been or will be executed in conflict herewith.

Assignor agrees to use commercially reasonable efforts to perform all affirmative acts which may be necessary or desirable to record or perfect the above-described transfer of Trademark rights, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office, at Assignee’s expense, as well as to reasonably cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, again at Assignee’s sole expense.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark and service mark registrations,

amended registrations and renewals that have been or may be granted upon any application or petition for same, to Assignee, and Assignee's successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

This Trademark Assignment Agreement constitutes the entire agreement and supersedes all prior agreements between the parties to the extent pertaining to the transfer of the Trademarks, and shall be deemed binding upon the parties, their heirs, legal representatives and successors.

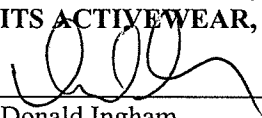
This Trademark Assignment Agreement may be executed in one or more counterparts (including by means of facsimile or "pdf" attachment to e-mail), each of which when executed shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Trademark Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

*(Signature page follows)*

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the first date set forth above.

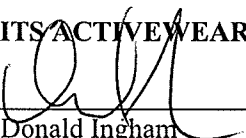
Assignor:

**KERRITS ACTIVEWEAR, LLC (F/K/A  
KERRITS ACTIVEWEAR, INC.)**

By:   
Name: Donald Ingham  
Title: Secretary

Assignee:

**KERRITS ACTIVEWEAR, LLC**

By:   
Name: Donald Ingham  
Title: Secretary

Schedule A

<b>Mark</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Owner of Record</b>
Kerrits (standard mark)	77-744749	3,728,106	Kerrits Activewear, Inc.
Kerrits (and design)	74-344783	1,788,255	Kerrits Activewear, Inc.