

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM506874

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
G. & S. Products, Inc. d/b/a Director's Showcase International		01/01/2019	Corporation: ILLINOIS —
RECEIVING PARTY DATA			
Name:	Varsity Athletic Band, LLC		
Street Address:	6745 Lenox Center Court		
Internal Address:	Suite 300		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38115		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	88181871	DIRECTOR'S SHOWCASE INTERNATIONAL	
Serial Number:	77183117	DSI	
Serial Number:	88132221	COMMAND CENTER	
Serial Number:	88132312	EVER-JAZZ	
Serial Number:	88132279	ELITE	
Serial Number:	88078248	MTX	
Serial Number:	88133082	SAMURAI	
Serial Number:	88133028	EXCALIBUR	
Serial Number:	88132042	AERATOR	
CORRESPONDENCE DATA			
Fax Number:	2024084400		
<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:	2024084000		
Email:	docketing@finnegan.com		
Correspondent Name:	Danny M. Awdeh		
Address Line 1:	901 New York Avenue, N.W.		

OP \$240.00 88181871

Address Line 2: FINNEGAN
Address Line 4: Washington, D.C. 20001

NAME OF SUBMITTER: Danny M. Awdeh

SIGNATURE: /Danny M. Awdeh/

DATE SIGNED: 01/22/2019

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“**Assignment**”), dated as of December 31, 2018 but effective as of 12:01 a.m. Eastern Standard Time on January 1, 2019, is made by **G. & S. PRODUCTS, INC.**, an Illinois corporation doing business as Director’s Showcase International (“**Assignor**”), located at 505 Sroufe St., Ligonier, IN 46767, in favor of **Varsity Athletic Band, LLC**, a Delaware limited liability company (“**Assignee**”), pursuant to an Asset Purchase Agreement, dated as of the date hereof, between Assignee, Assignor and Assignor’s shareholders (the “**Asset Purchase Agreement**”).

RECITALS

A. Under the terms of the Asset Purchase Agreement, Assignor agreed to convey, transfer, and assign to Assignee, among other assets, all intellectual property of Assignor, and 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.

B. Assignee desires to acquire the Trademarks (defined below), the registrations thereof and the applications therefore, and all title, right, and interest therein as set forth in the Asset Purchase Agreement.

The parties agree as follows:

AGREEMENT

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the following:

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Trademarks; and

(d) any and all claims and causes of action, with respect to any of the Trademarks, 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. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor will take such steps and actions, and provide such reasonable cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto.

3. **Terms of the Asset Purchase Agreement.** The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor, and Assignee with respect to the Trademarks. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement will govern.

4. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. **Successors and Assigns.** This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby will be governed by, and construed in accordance with, the laws of the United States and the State of Indiana, without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction).

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed.

[Signatures on next page.]

ASSIGNOR:

G. & S. PRODUCTS, INC.

By: Thomas C. Herald
Name: THOMAS C. HERALD
Title: President

Assignee accepts the Assignment contained herein.

ASSIGNEE:

VARSITY ATHLETIC BAND, LLC

By: _____
Name: _____
Title: _____

ASSIGNOR:

G. & S. PRODUCTS, INC.

By: _____
Name: _____
Title: _____

Assignee accepts the Assignment contained herein.


ASSIGNEE:

VARSITY ATHLETIC BAND, LLC

By: Pasupati Nanda
Name: PASUPATI NANDA
Title: SVP & CFO

SCHEDULE 1

TRADEMARKS

Current USPTO Registrations and Pending USPTO Applications			
Mark	Filing Date	Serial Number	Registration Number
Director's Showcase International	11/05/2018	88181871	Pending
International Class 6: Prefabricated metal platforms International Class 18: Garment bags for travel International Class 22: Garment bags for storage International Class 25: Berets, Dresses, Footwear, Gloves, Hats, Headwear, Jumpsuits, Leggings, Pants, Ponchos, Raincoats, Shirts, Skirts, Suspenders, Tunics, Tuxedos, Unitards, Vests International Class 28: Marching band accessories, namely, nonfunctional prop rifles and sabres for use by marching bands, color guards, and winter guards International Class 35: Distributorship services in the field of clothing, footwear, electronics, and accessories for marching bands, color guards, and school concert bands; online retail store services and catalog services in the field of clothing, footwear, electronics, and accessories for marching bands, color guards, and school concert bands			
	05/16/2007	77183117	3429770
International Class 25: Clothing for marching bands, color guards, and school concert bands, namely, jumpsuits, shirts, pants, coats, vests, tunics, unitards, leggings, body suits, tuxedos, dresses, skirts, raincoats, belts, leg warmers, hats, suspenders, berets, and ponchos; footwear; headwear; gloves International Class 35: Distributorship services in the field of clothing, footwear, electronics, and accessories for marching bands, color guards, and school concert bands; online retail store services and catalog services in the field of clothing, footwear, electronics, and accessories for marching bands, color guards, and school concert bands			
Command Center	09/26/2018	88132221	Pending
International Class 6: Prefabricated metal platforms			
Ever-Jazz	09/26/2018	88132312	Pending
International Class 25: Footwear			
Elite	09/26/2018	88132279	Pending

International Class 28: Marching band accessory, namely, nonfunctional prop rifles for use by marching bands, color guards, and winter guards			
MTX	08/14/2018	88078248	Pending
International Class 25: Footwear			
Samurai	09/26/2018	88133082	Pending
International Class 28: Marching band accessory, namely, a sabre for use as a prop by marching bands, color guards, and winter guards			
Excalibur	09/26/2018	88133028	Pending
International Class 28: Marching band accessory, namely, a sabre for use as a prop by marching bands, color guards, and winter guards			
Aerator	09/26/2018	88132042	Pending
International Class 18: Garment bags for travel International Class 22: Garment bags for storage			