

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510125

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|-----------------------------------|--|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Tafford Resources Inc. | | 02/05/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Uniforms Direct, Inc. | | |
| Street Address: | 101 NE 3rd Ave | | |
| Internal Address: | Suite 2000 | | |
| City: | Ft. Lauderdale | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33301 | | |
| Entity Type: | Corporation: FLORIDA | | |
| PROPERTY NUMBERS Total: 16 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2578176 | TAFFORD | |
| Registration Number: | 2578175 | TAFFORD.COM | |
| Registration Number: | 3444345 | TAFFORD ESSENTIALS | |
| Registration Number: | 3430264 | TAFFORD UNIFORMS | |
| Registration Number: | 3430262 | TAFFORD UNIFORMS | |
| Registration Number: | 4712231 | TAFFORD PLUS SIZE | |
| Registration Number: | 4734531 | TAFFORD ESSENTIALS STRETCH | |
| Registration Number: | 4895620 | TAFFORD ESSENTIALS | |
| Registration Number: | 3873285 | LYDIA'S | |
| Registration Number: | 3500744 | LYDIA'S UNIFORMS | |
| Registration Number: | 2367092 | MAD ABOUT MOUTHS | |
| Registration Number: | 5116028 | MADABOUT MOUTHS | |
| Registration Number: | 5106586 | MADABOUTMOUTHS | |
| Registration Number: | 5035748 | GROUP FAVORITE CALL 1.800.293.7721 TO SP | |
| Registration Number: | 5035747 | GROUP FAVORITE CALL 1.800.293.7721 TO SP | |
| Registration Number: | 5272972 | UNIFORM WAREHOUSE | |
| CORRESPONDENCE DATA | | | |

CH \$415.00 2578176

Fax Number: 5616596313

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.

Phone: 561-653-5000

Email: ip@akerman.com

Correspondent Name: Peter A. Chiabotti, Akerman LLP

Address Line 1: 777 S. Flagler Drive

Address Line 2: Suite 1100, West Tower

Address Line 4: West Palm Beach, FLORIDA 33401

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| ATTORNEY DOCKET NUMBER: | 11758-0 (213373) |
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|---------------------------|--------------------|
| NAME OF SUBMITTER: | Peter A. Chiabotti |
|---------------------------|--------------------|

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|-------------------|----------------------|
| SIGNATURE: | /Peter A. Chiabotti/ |
|-------------------|----------------------|

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|---------------------|------------|
| DATE SIGNED: | 02/14/2019 |
|---------------------|------------|

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“*IP Assignment*”), dated as of February 5, 2019, is made by Tafford Resources Inc., a Delaware corporation (“*Seller*”), in favor of Uniforms Direct, Inc., a Florida corporation (“*Buyer*”), the purchaser of certain of Seller’s assets, properties and rights pursuant to that certain Asset Purchase Agreement by and between Buyer and Seller, dated as of January 28, 2019 (the “*Purchase Agreement*”).

WHEREAS, under the terms of the Purchase Agreement, Seller has irrevocably conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller identified as the Purchased IP, and has agreed to execute and deliver this IP Assignment for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office and the U.S. Copyright Office, and otherwise;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer all of Seller’s right, title and interest in and to the following (the “*Assigned IP*”):

(a) all of the trademark registrations set forth in the Schedule attached hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the “*Trademarks*”);

(b) all registrations for, and with respect to, the domain names set forth in the Schedule attached hereto (the “*Domain Names*”);

(c) all copyrights, whether registered or unregistered, including all applications for registration, and all issuances, extensions and renewals thereof, authored, created, or owned by Seller, or used in any manner or respect with or in connection with the Purchased Assets, or any of them, identified in the Purchase Agreement (the “*Copyrights*”);

(d) all rights of any kind whatsoever, including all common law rights, of Seller related, concerning, or accruing under any of the foregoing, including all derivatives and formative variations of any Trademarks, Domain Names, or Copyrights, whether provided by applicable law of any jurisdiction, by international treaties and conventions, or otherwise, all throughout the world;

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

(f) 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. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials, federal, state, or otherwise, to record and register this IP Assignment upon request by Buyer. Seller further authorizes any and all domain name registrars to transfer all of the registrations associated with the Domain Names identified in the attached Schedule hereto to Buyer, and otherwise to allow Buyer to receive and retain control over them. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP 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 IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.


TAFFORD RESOURCES INC.


By: 

Name: Ross Gatlin

Title: Chief Executive Officer

**SCHEDULE
ASSIGNED IP**

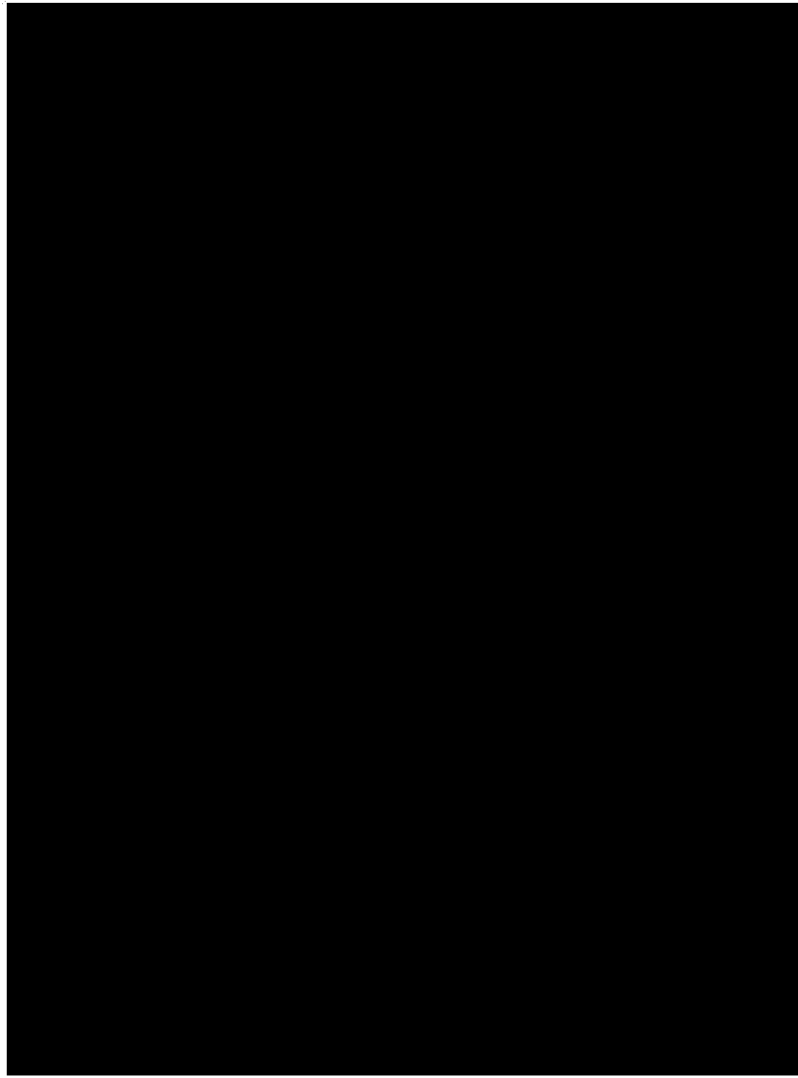
| Mark | Jurisdiction | Registration Number | Registration Date |
|---|--------------|---------------------|-------------------|
| TAFFORD | U.S. | 2,578,176 | 06/11/2002 |
| TAFFORD.COM | U.S. | 2,578,175 | 06/11/2002 |
| TAFFORD ESSENTIALS | U.S. | 3,444,345 | 06/10/2008 |
| TAFFORD UNIFORMS | U.S. | 3,430,264 | 05/20/2008 |
|  | U.S. | 3,430,262 | 05/20/2008 |
|  | U.S. | 4,712,231 | 03/31/2015 |
|  | U.S. | 4,734,531 | 05/12/2015 |
|  | U.S. | 4,895,620 | 02/02/2016 |
| LYDIA'S | U.S. | 3,873,285 | 11/09/2010 |
| lydia's uniforms | U.S. | 3,500,744 | 09/16/2008 |
| MAD ABOUT MOUTHS | U.S. | 2,367,092 | 07/11/2000 |
| MAD ABOUT MOUTHS | Canada | 563,260 | 06/11/2002 |
|  | U.S. | 5,116,028 | 01/03/2017 |
|  | U.S. | 5,106,586 | 12/20/2016 |
|  Call 1.800.293.7721 to speak with a Group Care Specialist | U.S. | 5,035,748 | 09/06/2016 |

| Mark | Jurisdiction | Registration Number | Registration Date |
|---|--------------|---------------------|-------------------|
|  | U.S. | 5,035,747 | 09/06/2016 |
| Uniform Warehouse | U.S. | 5,272,972 | 08/22/2017 |

Domain Names:

| Domain Name | Expiration Date |
|-------------|-----------------|
| [REDACTED] | |





8901130-2

RECORDED: 02/14/2019

**TRADEMARK
REEL: 006563 FRAME: 0201**