

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM517926

<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>
Delta Apparel, Inc.		09/28/2018	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Katsuhiko NIITSUMA		
<b>Street Address:</b>	3-8-8 Ikebukuro Toshima-ku		
<b>City:</b>	Tokyo		
<b>State/Country:</b>	JAPAN		
<b>Postal Code:</b>	171-0014		
<b>Entity Type:</b>	INDIVIDUAL: JAPAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0543705	HEALTHKNIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	21575101		
<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>	2157016349		
<b>Email:</b>	usmail@keisenassociates.com		
<b>Correspondent Name:</b>	Yoshiko Osawa		
<b>Address Line 1:</b>	1628 John F. Kennedy Boulevard		
<b>Address Line 2:</b>	Eight Penn Center, #1100		
<b>Address Line 4:</b>	Philadelphia,, PENNSYLVANIA 19103		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Omori & Yaguchi USA, LLC		
<b>Address Line 1:</b>	1628 John F. Kennedy Boulevard		
<b>Address Line 2:</b>	Eight Penn Center, Suite 1100		
<b>Address Line 4:</b>	Philadelphia,, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	Yoshiko Osawa		
<b>SIGNATURE:</b>	/Yoshiko Osawa/		
<b>DATE SIGNED:</b>	04/08/2019		

CH \$40.00 0543705

**Total Attachments: 4**

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## TRADEMARK AND COPYRIGHT PURCHASE AGREEMENT

This Trademark and Copyright Purchase Agreement (this "Agreement") is entered into as of September 28, 2018 (the "Effective Date") by and between NIITSUMA Katsuhiko, an individual residing at 3-8-8 Ikebukuro Toshima-ku Tokyo JAPAN 171-0014 ("Purchaser"); and Delta Apparel, Inc., a Georgia corporation with its principal place of business at 322 South Main Street, Greenville, South Carolina 29601, USA ("Seller").

### RECITALS

A. Seller owns certain United States trademarks (the "Marks," defined below) and copyrights (the "Copyrights," defined below).

B. Purchaser desires to acquire the Marks, Copyrights, and any other intellectual property rights that Seller has in the term "HEALTHKNIT" together with any and all goodwill connected with any use of and symbolized by such Marks and Copyrights, and Seller wishes to sell and assign them to Purchaser.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

### AGREEMENT

1. Definitions. "Marks" means collectively (i) the U.S. registered trademark HEALTHKNIT, U.S. Reg. No. 543,705; and (ii) all common law and/or registered trademarks, service marks, and trade names owned and used by Seller that consist of the term "HEALTHKNIT" in any form.

"Copyrights" means collectively all copyrights with or without registrations in designs or logos owned by Seller that consist of the term "HEALTHKNIT" in any form.

2. Purchase and Sale of Marks and Copyrights.

a. Upon receipt of the payment set forth in section 2(b), Seller irrevocably sells, assigns, transfers, and conveys to Purchaser, and Purchaser hereby accepts, all Seller's right, title and interest in and to the Marks and Copyrights, together with the goodwill associated with and symbolized by the Marks. Upon receipt of the payment set forth in section 2(b), Seller will deliver to Purchaser an executed version of the Trademark Assignment set forth as Exhibit A. Upon receipt of the payment set forth in section 2(b), Seller agrees to execute any further documents as may be necessary to attempt to perfect Purchaser's ownership of the Copyrights, registration of the same, and any intellectual property rights that Seller has in the term "HEALTHKNIT".

b. Within thirty (30) calendar days after the Effective Date of this Agreement, Purchaser will deliver to Seller the sum of Two Hundred Thousand (US\$200,000.00) United States Dollars via certified check or wire transfer.

The payee shall be: Delta Apparel, Inc.  
If payment is made by wire transfer, it shall be made to the following bank and account number:

Beneficiary Bank: Wells Fargo Bank, N.A.  
Routing (ABA) number: 12100048  
Account Number: 2079900616109

e. Purchaser, in its sole discretion, shall determine the extent and manner of use of the Marks in interstate commerce. Seller makes no warranties, express or implied, regarding the extent and/or manner of use, if any, by Seller of the Marks or Copyrights in interstate commerce or as to registrability of the Marks or Copyrights.

3. Warranties. Seller hereby represents and warrants to Purchaser as follows:

a. Seller is the exclusive owner of U.S. Reg. No. 543,705 for the HEALTHKNIT Mark as applied to the goods listed in U.S. Reg. No. 543,705, and is the owner of the Copyrights, as well as any goodwill associated with those intellectual properties, and has the right to enter into this Agreement and the assignment set forth as Exhibit A; and

b. To Seller's knowledge, there are no licenses or liens on the Marks as of the date of transfer and no settlement, consent, or other agreements relating to the Marks and Copyrights and Seller has no knowledge of any claims of infringement with respect to or on the rights of any other person or entity by or related to the Marks or Copyrights;

c. Seller makes no other warranties, express or implied, regarding the Marks and/or U.S. Reg. No. 543,705 and/or the Copyrights. Purchaser expressly acknowledges and agrees that Seller has made no representations or warranties other than those specifically stated herein.

4. Cessation of Use. Seller will cease all use of the Marks within ten (10) days of the Effective Date of this Agreement, and will not adopt or use any mark or name which is the same as or confusingly similar to any of the Marks, or which tends to dilute their distinctiveness.

5. Seller agrees to cooperate with and assist Purchaser, upon request, by taking reasonable action that may be necessary to effectuate the transfer of intellectual property as contemplated under this Agreement.

6. Miscellaneous.

a. This Agreement, including Exhibit A, is the entire agreement between the parties as to its subject matter and supersedes all prior agreements and understandings, whether oral and written, between the parties with respect to the Marks, all of which are merged herein.

b. This Agreement binds and benefits the parties and their respective successors and assigns.

c. The headings of the articles, sections and paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect its construction. This Agreement shall not be deemed drafted by either party.

d. No amendment, modification or alteration of the terms or provisions of this Agreement shall be binding unless it is in writing and executed by both parties. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision (whether or not similar). No delay on the part of either party in exercising any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof or of any other right, remedy, power, or privilege.


e. This Agreement may be executed in one or more counterparts, each of which will for all purposes be deemed to be an original and all of which, when together, will constitute one and the same instrument. A facsimile or electronic version of a signature below shall be deemed the equivalent of an original.

f. If any provision of this Agreement or the application of any such provision to any person or circumstances is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision and this Agreement shall remain in force and be effectuated as if such illegal, invalid or unenforceable provision is not part of this Agreement.

NIITSUMA Katsuhiko

Delta Apparel, Inc.

By: 

By:   
Its: The President of General Counsel  
Dated: September 29, 2018

Dated: SEP.29.2018

EXHIBIT A

TRADEMARK ASSIGNMENT

Delta Apparel, Inc., a Georgia corporation with its principal place of business at 322 South Main Street, Greenville, South Carolina 29601 ("Assignor") is the owner of the following trademarks currently registered on the Principal Register in the United States Patent and Trademark Office (the "Marks"):

<u>Mark</u>	<u>Reg. No.</u>	<u>Registration Date</u>
HEALTHKNIT & Design	543,705	June 12, 1951

NIITSUMA Katsuhiko, an individual residing at 3-8-8 Ikebukuro  
Toshima-Ku Tokyo Japan 171-0014 ("Assignee") desires to acquire the Marks.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee, for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives, all of Assignor's right, title and interest in and to the Marks, together with (i) the goodwill associated with the Marks, and any and all applications and registrations thereof; and (ii) Assignor's entire right title and interest in and to all suits, causes of action, and claims recoverable by law or in equity arising from past, present, or future infringement or use of the Marks, and in and to profits arising from past infringement or use.

DATED: January 15, 2019

ASSIGNOR:  
Delta Apparel, Inc.

