

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522043

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Renaissance Imports, Inc.		05/01/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Twin City Knitting Company, Inc.		
Street Address:	P.O. Box 1179		
City:	Conover		
State/Country:	NORTH CAROLINA		
Postal Code:	28613		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3295822	COLLEGE EDITION	
Registration Number:	3379699	CAMPUS FOOTNOTES	
Registration Number:	5452145	COLLEGE EDITION	
Registration Number:	4633918	CAMPUS SPIRIT	
Registration Number:	4064409	COZY TOES	
Registration Number:	4129609	FOOTWEAR U	
CORRESPONDENCE DATA			
Fax Number:	7344184289		
<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:	734-418-4288		
Email:	jreitz@honigman.com		
Correspondent Name:	Julie E. Reitz		
Address Line 1:	Honigman LLP		
Address Line 2:	39400 Woodward Ave, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
NAME OF SUBMITTER:	Julie E. Reitz		
SIGNATURE:	/Julie E. Reitz/		
DATE SIGNED:	05/03/2019		

CH \$165.00 3295822

Total Attachments: 4

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BILL OF SALE AND ASSIGNMENT AGREEMENT

This Bill of Sale and Assignment Agreement (this "Agreement") is made as of May 1, 2019, by and between Renaissance Imports, Inc., a New York corporation ("Seller"), and Twin City Knitting Company, Inc., a North Carolina corporation ("Buyer"). Each of Seller and Buyer may hereinafter be referred to as a "Party". Capitalized terms used but not otherwise defined in this Agreement have the meanings given to them in the Purchase Agreement (as defined in the Recitals).

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which, among other things, Seller has agreed to sell, convey, assign, transfer and deliver to Buyer, free and clear of any Encumbrances, all of Seller's right, title and interest in, to and under the Purchased Assets, including the Purchased Proprietary Rights; and

WHEREAS, this Agreement is being executed and delivered at the Closing pursuant to the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the Parties, intending to be legally bound, hereby agree as follows:

1. Purchase and Sale; Assignment. Effective as of the Closing, subject to the terms and conditions of the Purchase Agreement, Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, free and clear of any Encumbrances, all right, title and interest in, to and under the Purchased Assets and to have and to hold such Purchased Assets unto Buyer and its successors and assigns, including all of Seller's rights with respect to the following Purchased Proprietary Rights:

(a) any and all of Seller's trademarks, service marks, trade names and domain names (the "Marks"), including any applications, registrations, renewals and extensions thereof, together with all of the goodwill associated with and symbolized by the Marks, and as further detailed on the attached Schedule A;

(b) any and all of Seller's copyrights, including any applications, registrations, renewals and extensions thereof; and

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable Law of any jurisdiction, any and all royalties, fees, income, products, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and any and all claims and causes of action, with respect to any of the foregoing.

2. Further Assurances; Recordation. Seller, for itself and its successors and permitted assigns, hereby covenants and agrees that, at any time and from time to time forthwith upon the reasonable request of Buyer, it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further undertakings, assumptions, acts, deeds, instruments, transfers and assurances, as may be reasonably requested by Buyer in order to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks of the U.S. Patent and Trademark Office, the Register or Copyrights of the U.S. Copyright Office and any other governmental official to record and/or register this Assignment upon request by Buyer or its representatives and to issue one or more new certificates of registration in Buyer's name. Seller grants a power of attorney to Buyer authorizing it to take any and all actions contemplated by this Section 2 on behalf of Seller to give effect to the transactions contemplated by this Agreement.

3. Additional Covenants. Seller will not oppose any application, seek to cancel any registration or initiate re-examination, or object to any use by Buyer, of the Purchased Proprietary Rights, or assist any third party in any of the foregoing.

4. Conflict with Purchase Agreement. Nothing herein (a) will be deemed to limit the rights, remedies, duties and obligations of the Parties under the Purchase Agreement, and (b) is intended to, nor will it, limit, reduce, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of Seller or Buyer contained in the Purchase Agreement or the survival thereof. To the extent of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement will govern, supersede and prevail.

5. Amendment and Modification. No amendment, modification or addition to this Agreement will be valid or effective unless the same is in writing and signed by Buyer and Seller, and no consent of any other Person will be required for any such amendment, modification or addition.

6. Binding Effect. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

7. Governing Law. This Agreement, its construction and the determination of any rights, duties or remedies of the Parties arising out of or relating to this Agreement will be governed by, enforced under and construed in accordance with the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of laws. EACH OF THE PARTIES HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT.

8. Execution. This Agreement may be executed by the Parties in counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument. This Agreement may be executed and delivered by facsimile, .PDF or other electronic transmission and will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

9. Interpretation. Unless the context otherwise requires, (a) the term “including” and similar terms will be deemed to be immediately followed by the phrase “without limitation”; and (b) notwithstanding that this Agreement may have been drafted or prepared by one of the Parties, each of the Parties confirms that: (i) such Party and its counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties, and (ii) if an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Person by virtue of the authorship of any of the provisions of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of date first above written.

SELLER:

RENAISSANCE IMPORTS, INC.

By: *Dale Whitney*
Name: *Dale Whitney*
Title: *President*

BUYER:

TWIN CITY KNITTING COMPANY, INC.

By: *[Signature]*
Name: *John Robinson*
Title: *Chief Executive Officer*

SCHEDULE A – PURCHASED PROPRIETARY RIGHTS

Marks

Mark/Name	Status/Key Dates	App. No./Reg. No.
<u>COLLEGE EDITION</u>	Renewed Supplemental Register September 18, 2017 Int'l Class: 25 First Use: March 9, 2007 Filed: April 13, 2006 Registered: September 18, 2007	RN: 3295822 SN: 76658374
<u>CAMPUS FOOTNOTES</u>	Renewed February 5, 2018 Int'l Class: 25 First Use: December 19, 2006 Filed: August 22, 2006 Registered: February 5, 2008	RN: 3379699 SN: 78957150
<u>COLLEGE EDITION</u>	Registered Principal Register - Sec. 2(F) April 24, 2018 Int'l Class: 25 First Use: March 9, 2007 Filed: September 14, 2017	RN: 5452145 SN: 87608104
<u>CAMPUS SPIRIT</u>	Registered November 4, 2014 Int'l Class: 25 First Use: February 1, 2014 Filed: October 8, 2013	RN: 4633918 SN: 86085163
<u>COZY TOES</u>	Registered 8 & 15 November 9, 2017 Int'l Class: 25 First Use: June 30, 2011 Filed: September 1, 2010 Registered: November 29, 2011	RN: 4064409 SN: 85120566
<u>FOOTWEAR U</u>	Registered 8 & 15 January 30, 2018 Int'l Class: 25 First Use: May 15, 2011 Filed: January 31, 2011 Registered: April 17, 2012	RN: 4129609 SN: 85230302

Domain Names

Domain Name
www.collegeedition.com