TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT**

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------|----------|----------------|--------------------|
| James M Holder | | 1107/17/2008 I | INDIVIDUAL: UNITED |
| | | | KINGDOM |

RECEIVING PARTY DATA

| Name: | Laundry Athletics |
|-----------------|---|
| Street Address: | Unit 60, The Runnings |
| City: | Cheltenham, Gloucestershire |
| State/Country: | UNITED KINGDOM |
| Postal Code: | GL51 9NW |
| Entity Type: | Limited Liability Partnership: UNITED KINGDOM |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|----------------------|---------|---|
| Registration Number: | 3272130 | PEOPLES COTTON ORGANIC COTTON UNDERWEAR COMPANY |
| Registration Number: | 3272131 | PEOPLES COTTON ORGANIC COTTON UNDERWEAR COMPANY |

CORRESPONDENCE DATA

Fax Number: (612)604-6800

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

612.604.6718 Phone:

molsen@winthrop.com, trademark@winthrop.com Email:

Michael T. Olsen Correspondent Name: 225 South Sixth Street Address Line 1:

Address Line 2: Suite 3500

Address Line 4: Minneapolis, MINNESOTA 55402

DOMESTIC REPRESENTATIVE

900111850

Name:

TRADEMARK **REEL: 003820 FRAME: 0920**

| Address Line 1: Address Line 2: Address Line 3: Address Line 4: | |
|--|------------------|
| NAME OF SUBMITTER: | Michael T. Olsen |
| Signature: | /MTO/ |
| Date: | 07/22/2008 |
| Total Attachments: 3 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif | |

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TRADEMARK ASSIGNMENT

This Trademark Assignment is furnished by James Michael Holder of 12 Ashford Road, Cheltenham, GL50 2EN and Julian Marc Dunkerton of 40 Painswick Road, Cheltenham, GL50 2ER (together "the ASSIGNOR") in favour of Laundry Athletics, LLP, a British limited liability partnership having a principal place of business at Unit 60, The Runnings, Cheltenham, Gloucestershire, GL51 9NW ("the ASSIGNEE"), pursuant to that certain Trademark Assignment (the "Agreement"), dated 17 July 2008 by and between ASSIGNOR and ASSIGNEE.

WHEREAS, ASSIGNOR is the exclusive and record owner of the following trade marks ("Marks") and the corresponding United States Trademark Registrations:

Trademark:

PEOPLES COTTON ORGANIC COTTON UNDERWEAR

COMPANY

U.S. Registration No.:

3272130

Registered:

July 31, 2007

Goods and Services:

Cotton underwear, thermal underwear, antiperspirant

underwear; perspiration absorbent underwear; underwear for

riding.

Trademark:

PEOPLES COTTON ORGANIC COTTON UNDERWEAR

COMPANY (stylised)

U.S. Registration No .:

3272131

Registered:

July 31, 2007

Goods and Services:

underwear: thermal Cotton underwear;

underwear; perspiration absorbent underwear; underwear for

riding.

WHEREAS ASSIGNEE is desirous of acquiring the above-identified Marks and the United States Trademark Registrations thereof, together with the goodwill of the business symbolized thereby, from ASSIGNOR;

NOW THEREFORE, in consideration of the payment of one pound (GBP1) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign its entire right, title and interest in and to the Marks and the corresponding United States Trademark Registrations thereof, together with the goodwill of the ASSIGNOR's business appurtenant to and symbolized by said Marks and Registration, and all rights of action against third parties for past infringement, present infringement and/or future infringement thereof, the same to be held and enjoyed by said ASSIGNEE as fully and entirely as the same would have been held by ASSIGNOR had this assignment not been made.

TRADEMARK

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ASSIGNOR hereby warrants and covenants that it has the full power and authority to convey the rights, title and interests herein assigned to ASSIGNEE, that it has not executed and will not execute any agreement in conflict herewith, and that it will execute any and all other instruments which may be necessary to perfect and evidence ASSIGNEE's ownership of the property and rights herein conveyed.

| of the property and rights herein conveyed. | |
|--|---|
| In Witness Whereof, ASSIGNOR, ir Assignment to be executed as of the 171 day | ntending to be legally bound, has caused this y of <u>ยน</u> , 2008. |
| JULIAN MARC DUNKERTON and JAMES MICHAEL HOLDER ("ASSIGNOR") | Laundry Athletics, LLP ("ASSIGNEE") |
| d44. | By: <u> </u> |
| | Name: JULIAN MARC DUNKERTON. |
| | Title: PRATNER. |
| | |
| Date Effective as of: 17 Gury 2008 | MY COMMISSION EXPIRES ON DEATH |
| SUBSCRIBED and SWORN to before | |
| me this | |
| Jul 2/14 | Jula Late |
| Notary Public | PAUL NIGEL ENGELBRI |
| My Commission Expires: क्रिक्सिक | NOTARY PUBLIC, CHELTENHAM, UN- |
| I, PAUL NIGEL ENG Hereby certify this do | ELBRECHT Notary Public cument was signed before me |

Cheltenham, United Kingdom this IF day of JULY 2008

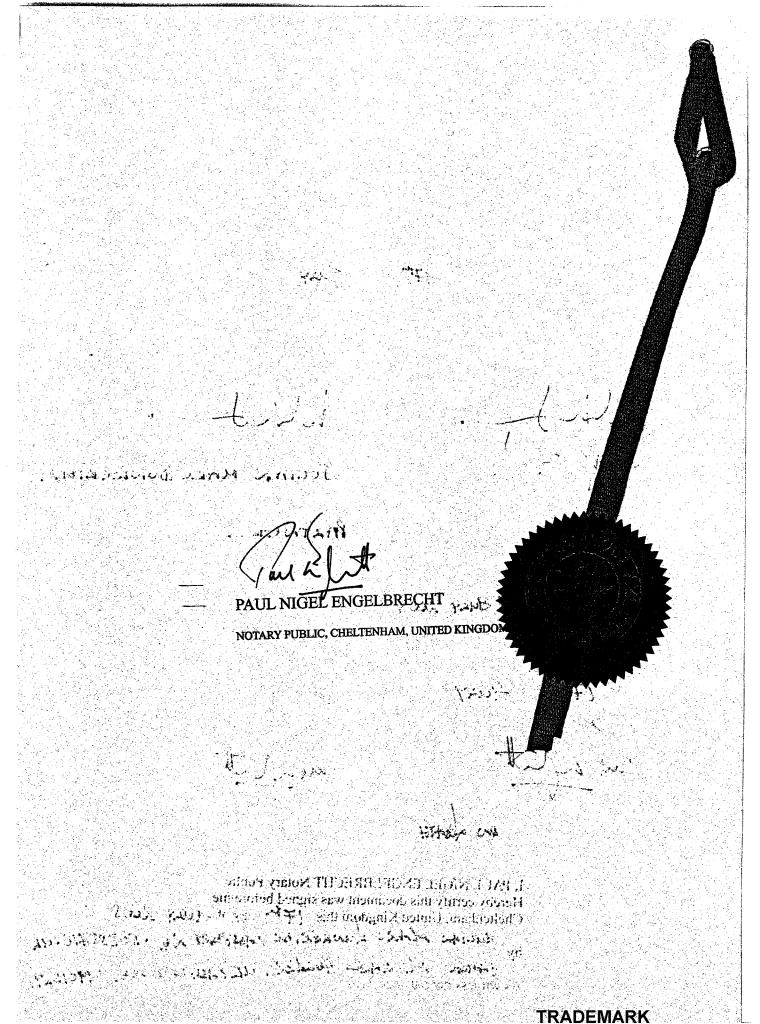
GULIAN MARC KUNKERTON ASSPORT NO. 050588716.UK

by

HAMEL MICHAEL HOLDER. UL PARFORT NO. 099015791

As witness my hand and seal

TRADEMARK REEL: 003820 FRAME: 0923



RECORDED: 07/22/2008

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