

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL														
CONVEYING PARTY DATA															
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Delicious LLC</td> <td></td> <td>03/10/2008</td> <td>LIMITED LIABILITY COMPANY: CALIFORNIA</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Delicious LLC		03/10/2008	LIMITED LIABILITY COMPANY: CALIFORNIA				
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<table border="1"> <tr> <td>Name:</td> <td>Delta Galil USA, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>150 Meadowlands Parkway</td> </tr> <tr> <td>City:</td> <td>Secaucus</td> </tr> <tr> <td>State/Country:</td> <td>NEW JERSEY</td> </tr> <tr> <td>Postal Code:</td> <td>07094-3619</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: DELAWARE</td> </tr> </table>				Name:	Delta Galil USA, Inc.	Street Address:	150 Meadowlands Parkway	City:	Secaucus	State/Country:	NEW JERSEY	Postal Code:	07094-3619	Entity Type:	CORPORATION: DELAWARE
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PROPERTY NUMBERS Total: 1															
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3152114</td> <td>TRA-LA-LA</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	3152114	TRA-LA-LA						
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Registration Number:	3152114	TRA-LA-LA													
CORRESPONDENCE DATA															
<p>Fax Number: (732)634-3511          Phone: 732-634-3520          Email: bgaynor@ezrasutton.com  <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Law Offices of Ezra Sutton, PA          Address Line 1: 900 Route 9          Address Line 4: Woodbridge, NEW JERSEY 07095</p>															
NAME OF SUBMITTER:	Brian M. Gaynor														
Signature:	/brian gaynor/														
Date:	03/28/2012														

OP \$40.00 3152114

Total Attachments: 5

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is entered into by and between DELICIOUS LLC, a California limited liability company (the "Assignor"), and DELTA GAILL USA, INC., a Delaware corporation (the "Assignee") as of the 10<sup>th</sup> day of March, 2008. Assignor and Assignee are referred to collectively herein as the "Parties."

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark listed on the attached Schedule A, and the goodwill associated therewith (collectively, the "Trademarks");

WHEREAS, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in, to and under the Trademark, and Assignee wishes to acquire all of Assignor's right, title and interest in, to and under the Trademark; and

WHEREAS, concurrently herewith, the Parties are entering into a Purchase Agreement (the "Purchase Agreement") for the sale of Assignor to Assignee of the business conducted under the Marks.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, each of them intending to be legally bound, hereby agrees as follows:

1. Assignment. Effective as of the date hereof, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers unto Assignee all of its right, title and interest in, to and under the Trademark including that portion of Assignor's business in connection with which Assignor had a *bona fide* intention to use the Trademark, all rights to sue and recover for past infringement thereof and all goodwill associated therewith. Assignor hereby agrees to furnish Assignee for filing such notices of assignment with the United States Patent and Trademark Office and any other government/regulatory agency worldwide and shall submit such documents (such as registrant name change agreements) as are necessary to effect the assignment and transfer of the Trademark to Assignee, with all reasonable filing costs to be borne by Assignee.

2. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of New York applicable to agreements made and to be performed wholly within such jurisdiction, excluding its conflict of laws provisions.

3. Further Assurances. Assignor and Assignee, any time and from time to time, each shall execute, acknowledge, deliver and perform or cause to be executed, acknowledged, delivered and performed, such further acts, assignments, transfers, conveyances, powers of attorney, assurances or otherwise as may be reasonably necessary or proper to carry out the provisions and intent of this Assignment.

4. Headings. The headings preceding the text of this Agreement are for convenience of reference only and shall not be deemed part of or in any way affect the meaning or interpretation of this Agreement.

5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.



ASSIGNEE:

DELTA GALIL USA, INC.

By: Zack H. Salino  
 Name: Zack H. Salino  
 Title: president

STATE OF New York )  
 ) : ss.:  
 COUNTY OF Ny )

On this 14 day of March in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared ZACK H. SALINO, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in the capacity set forth herein, and that by his/her signature on the instrument, such person executed the instrument in the above referenced state.

*Shameem Chopra*  
 SHAMEEM CHOPRA  
 Notary Public, State of New York  
 No. 01CH6101410 (Signature and office of individual taking  
 Qualified in New York County acknowledgment.)  
 Commission Expires Nov. 10, 2011

**SCHEDULE A**

**Trademark Applications/Registrations**

<b>Trademark</b>	<b>Serial Number</b>	<b>Filing Date</b>
TRA-LA-LA	78562147	February 7, 2005

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of LOS ANGELES }

On 03.11.08 before me, JASON MIRZA NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared KRISTINE HARDIG  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature \_\_\_\_\_  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: TRADEMARK ASSIGNMENT

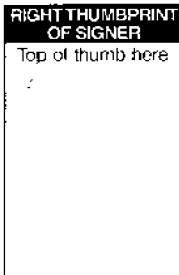
Document Date: \_\_\_\_\_ Number of Pages: 4

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

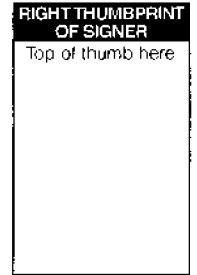
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
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- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_