

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM308255

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	LICENSE		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HBI Branded Apparel Limited, Inc.		02/05/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	2253 Apparel, Inc.		
<b>Street Address:</b>	1708 Gage Road		
<b>City:</b>	Montebello		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90640		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3713404	CELEBRITY PINK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	(310)282-2500		
<b>Email:</b>	ipdocket@thompsoncoburn.com		
<b>Correspondent Name:</b>	Mitchell N. Reinis		
<b>Address Line 1:</b>	2029 Century Park East, 19th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	808483-1-4		
<b>NAME OF SUBMITTER:</b>	Mitchell N. Reinis		
<b>SIGNATURE:</b>	/MITCHELL N. REINIS/		
<b>DATE SIGNED:</b>	06/20/2014		
<b>Total Attachments: 2</b>			
source=License#page1.tif			
source=License#page2.tif			

CH \$40.00 3713404

## AMENDMENT TO SETTLEMENT AGREEMENT

2253 Apparel, Inc. ("2253 Apparel"), a California corporation with its principal place of business at 1708 Gage Road, Montebello, California 90640, and HBI Branded Apparel Limited, Inc. ("HBI"), a Delaware corporation with its principal place of business at 1000 East Hanes Mill Road, Winston-Salem, North Carolina 27105 (collectively, the "Parties"), enter into this Amendment to Settlement Agreement ("Amendment"), effective as of the last dated signature below ("Effective Date").

A. WHEREAS, the Parties wish to amend that certain Settlement Agreement ("~~Settlement~~") between them entered into and effective on or about May 26, 2009;

B. WHEREAS, prior to the Settlement, HBI was the owner of a federal registration for the mark CELEBRITY for use with bras (Reg. No. 2,553,507) and two federal registrations for the mark CELEBRITY BY HANES HER WAY for use with bras and panties (Reg. Nos. 2,436,642 and 2,728,236) (collectively, the "CELEBRITY marks");

C. WHEREAS, HBI is no longer using the CELEBRITY marks in international Class 25 and has no objection to 2253 Apparel or its affiliates or licensees using the CELEBRITY PINK trademark on intimate apparel or undergarments; and

D. WHEREAS, 2253 Apparel has notified HBI of its interest in using its mark CELEBRITY PINK on undergarments or intimate apparel and/or to have its affiliates or businesses to so use said mark.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings set forth in this Amendment and for other good and valuable consideration, the receipt and adequacy of which the Parties acknowledge, as evidenced by their signatures below, the Parties agree to amend the Settlement as follows:

1. The foregoing recitals are hereby incorporated by reference.
2. HBI agrees that 2253 Apparel and its affiliates and licensees may use the mark CELEBRITY PINK with bras, panties, or any other undergarment or intimate apparel and that appropriate documents or amendments to said effect may be filed with the U.S. Patent and Trademark Office.
3. This Amendment binds and inures to the benefit of the Parties and their respective subsidiaries, parents, affiliates, related companies, successors and assigns and all parties in privity with them.
4. This Amendment supersedes all prior negotiations and agreements, whether written or oral, relating to such subject matter hereof.

5. No amendment or modification of this Amendment or the Settlement will be effective unless assented to in writing by the Parties hereto.


6. This Amendment may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original and all of which taken together will constitute the same instrument. Facsimile or scanned signatures shall be sufficient and fully binding.

7. Each Party shall execute such additional documents as may be reasonably necessary to effect the purposes of this Amendment.

8. The persons signing this Amendment represent that they have full power and authority to execute and perform this Amendment in their respective capacities indicated below, and they acknowledge that this Amendment constitutes a valid and binding obligation of the Parties.

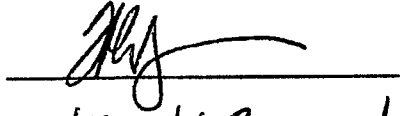
IN WITNESS WHEREOF, the Parties have entered into this Amendment as of the Effective Date.

**2253 APPAREL, INC.**

By:   
Name: Doron Kadosh  
Title: President  
Date: ~~December 27, 2012~~

*February 5, 2013*

**HBI BRANDED APPAREL LIMITED, INC.**

By:   
Name: WARREN L. ZEFFMAN  
Title: VP & ASST. SECRETARY  
Date: ~~December 27, 2012~~

*JANUARY 8, 2013*