

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364889

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hoplite Athletics LLC		12/08/2015	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Rhone Apparel Inc		
Street Address:	59 Grove Street Suite 1H		
City:	new canaan		
State/Country:	CONNECTICUT		
Postal Code:	06840		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86107578	RHONE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2037225420		
Email:	carras@rhoneapparel.com		
Correspondent Name:	carras holmstead		
Address Line 1:	139 white oak shade road		
Address Line 4:	new canaan, CONNECTICUT 06840		
NAME OF SUBMITTER:	carras holmstead		
SIGNATURE:	/carras holmstead/		
DATE SIGNED:	12/08/2015		
Total Attachments: 4			
source=Transfer of wordmark#page1.tif			
source=Transfer of wordmark#page2.tif			
source=Transfer of wordmark#page3.tif			
source=Transfer of wordmark#page4.tif			

OP \$40.00 86107578

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of December 8, 2015, 2015 (the "Effective Date"), by and among Hoplite Athletics LLC ("Assignor"), and **Rhone Apparel, Inc.**, a Delaware corporation ("Assignee"). Assignor and Assignee are referred to herein individually as "Party" and collectively as "Parties".

WHEREAS, Assignor is the sole owner of all rights, title and interest in and to the trademarks, service marks, logos and trade names identified on Schedule 1 which is attached hereto and incorporated by this reference (collectively as the "Marks"); and

WHEREAS, the Parties desire to enter into this Assignment for the purposes of assigning all rights, title and interests in the Marks and all goodwill related to or symbolized by such Marks from Assignor to Assignee and record such assignment with the United States Patent and Trademark Office and any relevant non-U.S. patent and trademark offices, as applicable.

NOW, THEREFORE, for a one time payment of \$1.00 by the Assignee to the Assignor, and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agrees as follows:

1. Assignor hereby transfers, conveys, assigns, sets over and delivers to Assignee, and Assignee hereby accepts, all rights, title, and interests in and to the Marks, throughout the world, together with the goodwill of the business symbolized by the Marks, including without limitation, any extensions and renewals of the Marks, any and all causes of action and other rights assertable under the Marks, the right to sue third parties for infringement of or improper activities regarding the Marks, the right to assume any licenses connected with the Marks, and the right to enjoy all of the monetary benefits obtained as a result of any litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignor shall immediately discontinue use of the Marks throughout the world in all forms and media. Further, Assignor shall not register or use any trademark that is confusingly similar to the Marks anywhere in the world in any forms and in any media.

3. Without limiting the foregoing, from time to time on or after the date of this Assignment, Assignor agrees to assist Assignee and its successors and assigns, upon Assignee's request, to evidence, record and perfect the assignment herein and to secure, enforce, maintain, and defend the assigned rights. In the event Assignee is unable for any reason to secure Assignor's signature to any document that Assignee requests Assignor to execute under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly designated authorized officers and agents as Assignor's agents and attorneys-in-fact, coupled with an interest and with full power of substitution, to act for and on Assignor's behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. Assignor further covenants that Assignee will, upon request and without further consideration, be provided promptly with all pertinent facts, documents and specimens relating to the Marks and all legal equivalents as may be known or accessible to Assignor.

3. To the extent that any of the Marks being assigned to Assignee hereunder are "intent-to-use" trademark applications, Assignor acknowledges and agrees that such Applications are being assigned to Assignee in connection with a transfer of all goodwill and the assets relating to the business in connection with which the Marks covered by such intent to use Applications will be used.

4. Assignor represents and warrants that Assignor has not previously assigned to any third party any right, title or interest in or to any of the Marks or the goodwill of Assignor with respect thereto. Assignor acknowledges that Assignor shall have no right to receive any royalty, fee or other share of income or revenue that may be received by Assignee from the use, sale, license, publication, distribution or any other transfer or exploitation of the Marks.

5. If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, such provision shall be modified as necessary and the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

6. This Assignment constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements and understandings (including term sheets), both written and oral, between the Parties, or either of them, with respect to the subject matter hereof. This Assignment may be amended, modified or supplemented only by a written agreement signed by Assignor and Assignee.

7. This Assignment is absolute, exclusive and irrevocable.

8. In the event of any dispute under this Assignment, this Assignment will be construed and enforced in accordance with the laws of the State of New York, without regard to its conflict of law principles

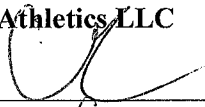
9. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

[Signature Page and Schedules to Follow this Page]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representatives effective as of the date first set forth above.

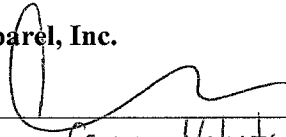
Assignor:

Hoplite Athletics LLC

By: 
Name: Carras Holmstead
Title: Sole owner

Assignee:

Rhone Apparel, Inc.

By: 
Name: Carras Holmstead
Title: Chairman

Schedule 1

Trademarks

Serial Number: 86107578
Registration Number: 4551400