

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393664

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Imagewear Apparel Corp.		07/02/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Majestic Apparel, LLC		
Street Address:	2711 Centerville Road		
Internal Address:	Suite 400		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	4804924	ALWAYS GAME	
Registration Number:	3730069	COOL BASE	
Registration Number:	2699417	CSA	
Registration Number:	4760616	DRY BASE	
Registration Number:	1346381	GAMEWARMER	
Registration Number:	4354261	IF IT HAPPENS IN BASEBALL IT HAPPENS IN	
Registration Number:	1516495	MAJESTIC	
Registration Number:	4584669	MAJESTIC	
Registration Number:	4956158	MAJESTIC	
Registration Number:	4724074	MAJESTIC BANGOR PENNSYLVANIA	
Registration Number:	3826508	MAJESTIC SELECT	
Registration Number:	3829702	MAJESTIC SELECT	
Registration Number:	3158191	MAJESTIC THREADS	
Registration Number:	3154096	MAJESTIC THREADS	
Registration Number:	1511051		
Registration Number:	4937023		
Registration Number:	4846304	TEAM MAJESTIC	
Registration Number:	3962221	THERMA BASE	

OP \$865.00 4804924

Property Type	Number	Word Mark
Registration Number:	4659932	TRIPLE PEAK
Registration Number:	4659938	TRIPLE PEAK
Serial Number:	86238655	ALWAYS BASEBALL. ALWAYS MAJESTIC.
Serial Number:	86767068	BUILT FOR THE BIGS
Serial Number:	86817533	DRAFT HIM
Serial Number:	86810257	DRAFT ME
Serial Number:	85463561	EVOLUTION TEE
Serial Number:	86016518	FLEX BASE
Serial Number:	86075291	FLEX BASE
Serial Number:	86030898	GAMETOWN THREADS
Serial Number:	85838291	MAJESTIC FAN FASHION
Serial Number:	86233849	MAJESTIC
Serial Number:	86376176	PLAY LIKE A PRO
Serial Number:	85966819	TX3 COOL
Serial Number:	85966836	TX3 DRY
Serial Number:	85966844	TX3 WARM

CORRESPONDENCE DATA

Fax Number: 3024773932

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.

Phone: 3024773930

Email: chris_turk@vfc.com

Correspondent Name: Christopher M. Turk

Address Line 1: 3411 Silverside Road

Address Line 2: 200 Hanby Building

Address Line 4: Wilmington, DELAWARE 19810

NAME OF SUBMITTER: Christopher M. Turk

SIGNATURE: /cmt/

DATE SIGNED: 08/03/2016

Total Attachments: 24

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of this 2nd day of July 2016 ("Effective Date"), is between Imagewear Apparel Corp., a Delaware corporation with an address of 3411 Silverside Road, Wilmington, Delaware 19810, United States of America ("Assignor"), and Majestic Apparel, LLC, a Delaware limited liability company with an address of c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, United States of America ("Assignee").

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademarks and the registrations and applications therefor listed on the attached Schedule A (the "Assigned Trademarks"); and

WHEREAS, Assignee is desirous of acquiring the Assigned Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby AGREE as follows:

1. Assignor hereby assigns, sells, transfers, and conveys to Assignee, its successors and assigns, its entire worldwide right, title, and interest in and to the Assigned Trademarks, together with the goodwill of the business associated with and symbolized by the Assigned Trademarks, or to which the Assigned Trademarks pertains, as well as the right to all income and royalties now or hereafter due or payable with respect thereto and the right to sue, counterclaim, and recover any damages and profits and all other remedies for past, present, and future infringements or misappropriations thereof, all the foregoing to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns, or other legal representatives.
2. The assignment, sale, transfer, and conveyance set forth in Paragraph 1 is subject to all licenses, options to acquire licenses, or other rights granted by Assignor to any third parties prior to the Effective Date.
3. This Assignment is binding upon, and inures to the benefit of, the parties and their respective successors, assigns, or other legal representatives.
4. Assignor hereby requests the U.S. Patent and Trademark Office, and/or the applicable domestic or foreign authorities, to record this Assignment as to the Assigned Trademarks.
5. It is understood that any finding of invalidity of any one or more assignments hereunder shall not affect the assignments of other Assigned Trademarks.
6. All questions concerning the construction, validity, and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.

7. Upon reasonable request by Assignee, Assignor will execute any and all additional documents and take other action as may be necessary or desirable to record or memorialize the assignments of the Assigned Trademarks set forth herein, in the United States or other foreign jurisdictions, as applicable, and to vest in Assignee such right, title, and interest in and to the Assigned Trademarks as granted to Assignee.

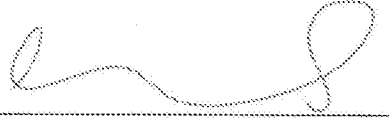
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers.

IMAGEWEAR APPAREL CORP.

Dated:

July 2, 2016

By:



Name:

Christine Hernandez

Title:

Assistant Secretary

MAJESTIC APPAREL, LLC

Dated:

July 2, 2016

By:



Name:

Christopher Turk

Title:

Vice-President

As to Assignor: Imagewear Apparel Corp.

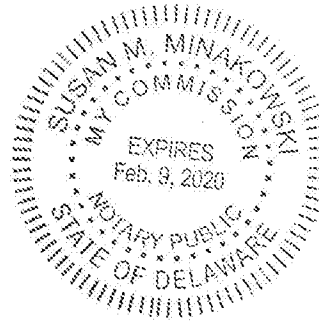
State of Delaware)
) ss:
County of New Castle)

I CERTIFY that on this 2nd day of July 2016, Christine M. Hernandez, Assistant Secretary of Imagewear Apparel Corp., personally came before me and acknowledged under oath to my satisfaction that this person is named in and personally signed and delivered this instrument as a free act and deed on behalf of Imagewear Apparel Corp.

Susan M. Minakowski

Notary Public

My Commission Expires: February 9, 2020



As to Assignee: Majestic Apparel, LLC

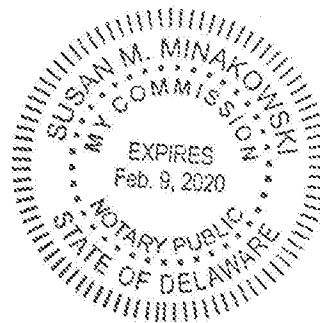
State of Delaware)
) ss:
County of New Castle)

I CERTIFY that on this 2nd day of July 2016, Christopher M. Turk, Vice President of Majestic Apparel, LLC, personally came before me and acknowledged under oath to my satisfaction that this person is named in and personally signed and delivered this instrument as a free act and deed on behalf of Majestic Apparel, LLC.


Susan M. Minakowski







Notary Public




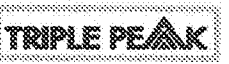

My Commission Expires: February 9, 2020



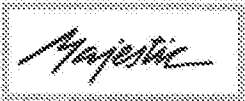





SCHEDULE A


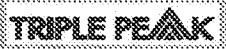



Trademark	Country	Registration No. (Application No.)	Registration Date (Application Date)
ALWAYS BASEBALL. ALWAYS MAJESTIC.	United States	(86/238,655)	(4/1/2014)
ALWAYS GAME	United States	4,804,924	9/1/2015
BUILT FOR THE BIGS	United States	(86/767,068)	(9/24/2015)
COOL BASE	United States	3,730,069	12/22/2009
CSA	United States	2,699,417	3/25/2003
DRAFT HIM	United States	(86/817,533)	(11/12/2015)
DRAFT ME	United States	(86/810,257)	(11/5/2015)
DRY BASE	United States	4,760,616	6/23/2015
EVOLUTION TEE	United States	(85/463,561)	(11/3/2011)
FLEX BASE	United States	(86/016,518)	(7/22/2013)
 FLEX BASE (Stylized)	United States	(86/075,291)	(9/26/2013)
GAMETOWN THREADS	United States	(86/030,898)	(8/7/2013)
GAMEWARMER	United States	1,346,381	7/2/1985
IF IT HAPPENS IN BASEBALL IT HAPPENS IN MAJESTIC	United States	4,354,261	6/18/2013
MAJESTIC	United States	1,516,495	12/13/1988






Trademark	Country	Registration No. (Application No.)	Registration Date (Application Date)
 MAJESTIC & Design	United States	4,584,669	8/12/2014
 MAJESTIC & Design	United States	4,956,158	5/10/2016
 MAJESTIC BANGOR PENNSYLVANIA & Design	United States	4,724,074	4/21/2015
 MAJESTIC FAN FASHION & Design	United States	(85/838,291)	(2/1/2013)
 MAJESTIC & Design	United States	(86/233,849)	(3/27/2014)
MAJESTIC SELECT	United States	3,826,508	7/27/2010
 MAJESTIC SELECT & Design	United States	3,829,702	8/3/2010





Trademark	Country	Registration No. (Application No.)	Registration Date (Application Date)
MAJESTIC THREADS	United States	3,158,191	10/17/2006
 MAJESTIC THREADS & Design	United States	3,154,096	10/10/2006
 Mountain Design	United States	1,511,051	11/1/1988
 Mountain Design	United States	4,937,023	4/12/2016
PLAY LIKE A PRO	United States	(86/376,176)	(8/25/2014)
TEAM MAJESTIC	United States	4,846,304	11/3/2015
THERMA BASE	United States	3,962,221	5/17/2011
TRIPLE CLIMATE	United States	--	--
TRIPLE PEAK	United States	4,659,932	12/23/2014
 TRIPLE PEAK & Design	United States	4,659,938	12/23/2014
 TX3 COOL & Design	United States	(85/966,819)	(6/21/2013)




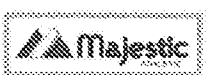


Trademark	Country	Registration No. (Application No.)	Registration Date (Application Date)
 TX3 DRY & Design	United States	(85/966,836)	(6/21/2013)
 TX3 WARM & Design	United States	(85/966,844)	(6/21/2013)
MAJESTIC	Andorra	33.712	11/12/2014
 MAJESTIC (Stylized)	Andorra	33.529	1/10/1997
 MAJESTIC & Design	Argentina	(3298946)	(12/19/2013)
MAJESTIC	Armenia	IR490926	1/8/1985
 MAJESTIC & Design	Armenia	22883	4/1/2015
 MAJESTIC & Design	Aruba	29234	3/24/2011

Trademark	Country	Registration No. (Application No.)	Registration Date (Application Date)
 MAJESTIC & Design	Australia	1401651	12/23/2010
MAJESTIC	Austria	106949	9/26/1984
 MAJESTIC & Design	Bahamas	34384	7/18/2013
 MAJESTIC & Design	Brazil	(830906959)	(1/19/2011)
MAJESTIC	Bulgaria	IR490926	1/8/1985
COOL BASE	Canada	TMA760364	2/26/2010
 CSA & Design	Canada	TMA460116	7/12/1996
FLEX BASE	Canada	(1636346)	(7/23/2013)
GAMETOWN THREADS	Canada	(1638462)	(8/7/2013)
GAMEWARMER	Canada	TMA472833	3/18/1997
 Mountain Design	Canada	TMA503845	11/9/1998

Trademark	Country	Registration No. (Application No.)	Registration Date (Application Date)
 Mountain Design	Canada	(1747995)	(12/4/2015)
PLAY LIKE A PRO	Canada	(1716702)	(2/25/2015)
THERMA BASE	Canada	TMA760433	2/26/2010
TRIPLE PEAK	Canada	TMA901065	4/14/2015
 TRIPLE PEAK & Design	Canada	TMA901063	4/14/2015
 TX3 COOL & Design	Canada	(1633552)	(7/2/2013)
 TX3 DRY & Design	Canada	(1633553)	(7/2/2013)
 TX3 WARM & Design	Canada	(1633556)	(7/2/2013)
CLEAT CUT	China	7193785	9/14/2010
COOL BASE	China	5342450	3/14/2010
MAJESTIC	China	(15866615)	(12/5/2014)
MAJESTIC	China	15866616	5/14/2016



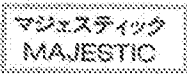
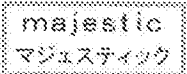
Trademark	Country	Registration No. (Application No.)	Registration Date (Application Date)
 MAJESTIC & Design	China	9088232	1/7/2014
 MAJESTIC & Design	China	(15866617)	(12/5/2014)
MAJESTIC ATHLETIC INTERNATIONAL	China	4794328	8/7/2009
MAJESTIC INTERNATIONAL	China	4794327	8/14/2009
 Mountain Design	China	4794329	10/28/2009
THERMA BASE	China	(5339971)	(5/10/2006)
MAJESTIC	Colombia	401456	4/29/2010
 MAJESTIC & Design	Colombia	461923	10/19/2012
 MAJESTIC & Design	Colombia	517062	4/30/2015
MAJESTIC	Costa Rica	154616	10/27/2005







Trademark	Country	Registration No. (Application No.)	Registration Date (Application Date)
 Mountain Design	Costa Rica	159502	6/9/2006
 MAJESTIC & Design	Cuba	(2015-1353)	(8/14/2015)
MAJESTIC	Denmark	VR199406044	9/9/1994
MAJESTIC	Dominican Republic	144433	10/15/2004
 Mountain Design	Dominican Republic	144311	10/15/2004
MAJESTIC	Ecuador	3246	11/7/2005
 Mountain Design	Ecuador	33334	12/23/2004
CLEAT CUT	European Union	7589161	9/9/2009
COOL BASE	European Union	5077342	5/16/2007
FLEX BASE	European Union	12015301	12/4/2013

Trademark	Country	Registration No. (Application No.)	Registration Date (Application Date)
MAJESTIC	European Union	151217	11/4/1999
 MAJESTIC & Design	European Union	9646027	10/3/2012
 MAJESTIC & Design	European Union	13186895	3/22/2015
 MAJESTIC ATHLETIC & Design	European Union	4866729	5/15/2007
 MAJESTIC ATHLETIC & Design	European Union	4866687	5/15/2007
 Mountain Design	European Union	4866621	5/15/2007
 Mountain Design	European Union	3011988	4/15/2004

Trademark	Country	Registration No. (Application No.)	Registration Date (Application Date)
THERMA BASE	European Union	5067301	4/26/2007
 TX3 COOL & Design	European Union	11953081	11/28/2013
 TX3 DRY & Design	European Union	11953114	11/28/2013
 TX3 WARM & Design	European Union	11953171	11/28/2013
MAJESTIC	Germany	IR490926	1/8/1985
CLEAT CUT	Hong Kong	301283373	2/9/2009
 MAJESTIC & Design	Hong Kong	301807209	1/10/2011
MAJESTIC	Hungary	IR490926	1/8/1985
 MAJESTIC & Design	India	(2089791)	(1/25/2011)

Trademark	Country	Registration No. (Application No.)	Registration Date (Application Date)
	India	819733	2/20/2007
	Indonesia	(D00.2011.003193)	(1/26/2011)
	Israel	(269406)	(11/5/2014)
	Israel	114228	11/4/1998
AQUABASE	Japan	4786549	7/16/2004
CLEAT CUT	Japan	5283700	11/27/2009
COOL BASE	Japan	5005862	11/24/2006
DRYBASE	Japan	4786548	7/16/2004
FLEX BASE	Japan	5632379	11/22/2013
MAJESTIC	Japan	5733469	1/16/2015
MAJESTIC	Japan	5758777	4/17/2015


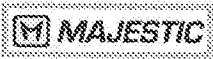





Trademark	Country	Registration No. (Application No.)	Registration Date (Application Date)
MAJESTIC	Japan	5759240	4/17/2015
 MAJESTIC & Design	Japan	5759241	4/17/2015
 MAJESTIC & Design	Japan	5758778	4/17/2015
 MAJESTIC & Design	Japan	5729300	12/26/2014
 MAJESTIC (and in Katakana)	Japan	2373196	1/31/1992
 MAJESTIC (and in Katakana)	Japan	4864398	5/13/2005
MAJESTIC ATHLETIC INTERNATIONAL	Japan	2486906	12/25/1992
MAJESTIC ATHLETIC INTERNATIONAL	Japan	2479978	11/30/1992







Trademark	Country	Registration No. (Application No.)	Registration Date (Application Date)
 Mountain Design	Japan	2517966	3/31/1993
 Mountain Design	Japan	2530036	4/28/1993
 Mountain Design	Japan	5725515	12/12/2014
 Mountain Design	Japan	5758779	4/17/2015
 Mountain Design	Japan	5759242	4/17/2015
 Mountain Design	Japan	(2016-041668)	(4/11/2016)


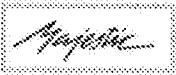
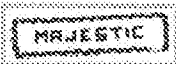
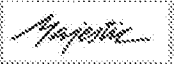
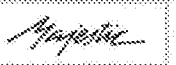
Trademark	Country	Registration No. (Application No.)	Registration Date (Application Date)
 Mountain Design	Japan	(2016-041669)	(4/11/2016)
OFF THE BENCH	Japan	4876286	7/1/2005
PLAY LIKE A PRO	Japan	5763993	5/15/2015
TEAM MAJESTIC	Japan	(2016-041665)	(4/11/2016)
TEAM MAJESTIC	Japan	(2016-041666)	(4/11/2016)
TEAM MAJESTIC	Japan	(2016-041667)	(4/11/2016)
THERMA BASE	Japan	5005857	11/24/2006
THERMA BASE	Japan	4786550	7/16/2004
 TX3 COOL & Design	Japan	5628335	11/8/2013
 TX3 DRY & Design	Japan	5628336	11/8/2013
 TX3 WARM & Design	Japan	5628337	11/8/2013
MAJESTIC	Kyrgyzstan	IR490926	1/8/1985

Trademark	Country	Registration No. (Application No.)	Registration Date (Application Date)
 MAJESTIC & Design	Kyrgyzstan	13430	9/30/2015
 MAJESTIC & Design	Malaysia	(2011000788)	(1/13/2011)
COOL BASE	Mexico	956620	9/26/2006
CSA	Mexico	831096	4/19/2004
 MAJESTIC & Design	Mexico	1641774	6/1/2016
 Mountain Design	Mexico	544442	3/24/1997
 Mountain Design	Mexico	1405144	10/18/2013
THERMA BASE	Mexico	947373	8/7/2006
MAJESTIC	Moldova	IR490926	1/8/1985

Trademark	Country	Registration No. (Application No.)	Registration Date (Application Date)
 MAJESTIC & Design	Moldova	27333	7/8/2015
MAJESTIC	New Zealand	627074	5/17/2001
MAJESTIC	New Zealand	965939	10/29/2014
 MAJESTIC & Design	Nicaragua	(2016-001813)	(5/9/2016)
 MAJESTIC & Design	Norway	271082	6/13/2013
 MAJESTIC & Design	Panama	197042	1/26/2011
MAJESTIC	Peru	(596142)	(11/11/2014)
COOL BASE	Republic of Korea	707751	4/25/2007

Trademark	Country	Registration No. (Application No.)	Registration Date (Application Date)
 M MAJESTIC & Design	Republic of Korea	956396	3/4/2013
 M MAJESTIC & Design	Republic of Korea	259625	5/24/2013
 MAJESTIC & Design	Republic of Korea	(2015-5046)	(1/22/2015)
 MAJESTIC & Design	Republic of Korea	1175586	5/2/2016
 MAJESTIC & Design	Republic of Korea	1124235	8/19/2015
 MAJESTIC & Design	Republic of Korea	(2015-71117)	(9/23/2015)
 MAJESTIC & Design	Republic of Korea	1178332	5/13/2016

Trademark	Country	Registration No. (Application No.)	Registration Date (Application Date)
 MAJESTIC & Design	Republic of Korea	1175992	5/3/2016
 MAJESTIC & Design	Republic of Korea	(2015-71114)	(9/23/2015)
 MAJESTIC & Design	Republic of Korea	1175589	5/2/2016
 Mountain Design	Republic of Korea	557018	8/21/2003
 Mountain Design	Republic of Korea	1039347	5/27/2014
MAJESTIC	Russian Federation	IR490926	1/8/1985
 MAJESTIC & Design	Russian Federation	537678	3/23/2015

Trademark	Country	Registration No. (Application No.)	Registration Date (Application Date)
 MAJESTIC & Design	Singapore	T1100885A	5/10/2011
 MAJESTIC (Stylized)	Slovenia	IR686442	12/19/1997
 MAJESTIC & Design	Spain	0311820	5/8/1957
 MAJESTIC (Stylized)	Spain	2055454	5/5/1997
MAJESTIC COSMOPOLITE MITENA, S.A. BARCELONA	Spain	1145231M5	10/20/1987
MAJESTIC NEW LOOK	Spain	1506496M4	9/5/1994
MAJESTIC SELECTION MITENA, S.A. BARCELONA	Spain	1145232M3	10/20/1987
MAJESTIC YOUNG MITENA, S.A. BACELONA	Spain	1145233M1	10/20/1987
MAJESTIC	Switzerland	648608	9/16/2013
 MAJESTIC (Stylized)	Switzerland	IR686442	12/19/1997
CLEAT CUT	Taiwan	1378316	9/16/2009

Trademark	Country	Registration No. (Application No.)	Registration Date (Application Date)
 MAJESTIC & Design	Taiwan	1531856	8/16/2012
 MAJESTIC & Design	Taiwan	1692824	2/16/2015
 MAJESTIC & Design	Taiwan	1716589	7/1/2015
MAJESTIC	Tajikistan	IR490926	1/8/1985
 MAJESTIC & Design	Tajikistan	(14013281)	(11/18/2014)
MAJESTIC	United Arab Emirates	(26767)	(5/27/1998)
 MAJESTIC & Design	United Arab Emirates	(151455)	(1/9/2011)
MAJESTIC	Uzbekistan	IR490926	1/8/1985

Trademark	Country	Registration No. (Application No.)	Registration Date (Application Date)
 MAJESTIC & Design	Uzbekistan	MGU27940	6/26/2015
MAJESTIC	Venezuela	P-342037	7/21/2014
 MAJESTIC & Design	Venezuela	P-342825	8/26/2014
 Mountain Design	Venezuela	P266311	12/19/2005
 MAJESTIC & Design	Vietnam	(4-2016-04191)	(2/23/2016)
MAJESTIC	WIPO	IR490926	1/8/1985
 MAJESTIC (Stylized)	WIPO	IR686442	12/19/1997