

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prime Resources Corp.		12/13/2017	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Broder Bros., Co.		
Street Address:	6 Neshaminy Interplex Drive		
City:	Trevose		
State/Country:	PENNSYLVANIA		
Postal Code:	19053		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	86792911	B-ACTIVE FITNESS BAND	
Serial Number:	85297369	GAME TIME	
Serial Number:	78689714	GOOFY GROUP	
Serial Number:	78151130	ICE	
Serial Number:	78093902	IMAGE BONDING	
Serial Number:	86136851	LOGO BLOX	
Serial Number:	85807202	LOGO-BURST	
Serial Number:	86403055	MOPTOPPERS	
Serial Number:	85029059	POINTS OF LIGHT	
Serial Number:	87350413	PRIME	
Serial Number:	87350411	PRIME	
Serial Number:	75217726	PRIME LINE	
Serial Number:	77090211	PRIME LINE	
Serial Number:	87437043	PROMO SPINNER	
Serial Number:	76119985	ROBOT SERIES	
Serial Number:	87220948	STRAPPY	
Serial Number:	85874615	THE 3D BAG	
Serial Number:	87608125	TUSCANY	

CH \$465.00 86792911

CORRESPONDENCE DATA**Fax Number:** 2155683439

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: 215-568-3100**Email:** bhipdocket@bakerlaw.com, nfrandsen@bakerlaw.com, jdale@bakerlaw.com**Correspondent Name:** Nancy Rubner Frandsen**Address Line 1:** 2929 Arch Street**Address Line 2:** Cira Centre, 12th Floor**Address Line 4:** Philadelphia, PENNSYLVANIA 19104-2891

NAME OF SUBMITTER:	Judy Dale-Paralegal
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SIGNATURE:	/Judy Dale/
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DATE SIGNED:	12/19/2017
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Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”) is made and entered into this 13th day of December, 2017, by and among Prime Resources Corp., a Connecticut corporation (“Assignor” or “Seller”) and Broder Bros., Co., a Delaware corporation (“Assignee” or “Buyer”). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (defined below).

WHEREAS, Seller and Buyer are parties to a certain Asset Purchase Agreement, of even date herewith (the “Purchase Agreement”);

WHEREAS, pursuant to the terms and conditions of the Purchase Agreement, Assignor has agreed to sell and assign to Assignee, and Assignee agrees to accept from Assignor, among other assets, all of Assignor’s right, title and interest in and to the Seller Owned Intellectual Property, together with the goodwill symbolized by the trademarks and service marks included therewith, and have agreed to execute and deliver this IP Assignment for recording with the applicable government agencies in applicable jurisdictions;

WHEREAS, the parties hereto desire to execute this IP Assignment to evidence the assignment by Assignors, and the assumption by Assignee, of the Seller Owned Intellectual Property.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment.** Assignors hereby irrevocably convey, transfer and assign to Assignee, and Assignee hereby accepts, all right, title and interest in and to: (a) the Seller Owned Intellectual Property, including the Seller Owned Intellectual Property set forth on Exhibit A attached hereto and made a part hereof, including without limitation, (i) the patents, patent applications, trademarks, service marks, trademark applications, service mark applications, copyrights, copyright applications, trade names and domain names set forth on Exhibit A attached hereto, and any and all divisions, reissues, reexaminations, substitutions, continuations, continuations-in-part, utility conversions, renewals, foreign counterpart filings, and extensions arising out of the properties identified on Exhibit A, throughout the world, and (ii) the goodwill of the business carried on in connection with the trademarks and service marks set forth on Exhibit A attached hereto; (b) all rights of any kind whatsoever of Assignors accruing under any of the Seller Owned Intellectual Property provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (c) all goodwill and going concern value related to the Seller Owned Intellectual Property; (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Seller Owned Intellectual Property; and (e) any and all claims and causes of action with respect to any of the Seller Owned Intellectual Property, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive

and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Assignor hereby authorizes the officials of the applicable government agencies in any applicable jurisdictions (including the U.S. Patent and Trademark Office and the United States Library of Congress) to record and register this IP Assignment upon request by Assignee. Following the date hereof, from time to time after the execution of this IP Assignment, Assignor shall take such steps and actions and shall execute and deliver to Assignee such other instruments of conveyance and transfer and such other documents as Assignee may reasonably request or as may be otherwise necessary to more effectively convey and transfer to, and vest in, Assignee and to put Assignee in possession of the Seller Owned Intellectual Property and each part thereof.

3. **Purchase Agreement.** This IP Assignment is subject to all of the terms and conditions set forth in the Purchase Agreement, which is hereby incorporated by reference and nothing herein shall be deemed to modify, diminish or limit the representations, warranties, covenants, indemnification obligations or other rights or obligations of the parties to the Purchase Agreement. In the event of a conflict between the terms and conditions of this IP Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement will govern and control.

4. **Successors and Assigns.** This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Governing Law.** All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than the State of New York.

6. **Counterparts: Facsimile or Electronically Transmitted Signatures.** This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement to the extent signed and delivered by means of E-mail, a facsimile machine or other means of electronic transmission, shall be treated in all manner and respects and for purposes as an original signature, agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Assignment as of the date first above written.

ASSIGNOR:

Prime Resources Corp.

By: 

Name: Jeffrey H. Lederer

Title: Chief Executive Officer

ASSIGNEE:

Broder Bros., Co.

By: _____

Name: Norman Hullinger

Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Assignment as of the date first above written.

ASSIGNOR:

Prime Resources Corp.

By: _____
Name: Jeffrey H. Lederer
Title: Chief Executive Officer

ASSIGNEE:

Broder Bros., Co.

By: _____
Name: Norman Hullinger
Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

Seller Registered Intellectual Property

United States Trademarks

Mark	Registration Number	Serial Number	Status	Owner
24/7	N/A	76172563	Abandoned	Prime Resources Corp.
B-ACTIVE FITNESS BAND	5,271,818	86792911	Active	Prime Resources Corp.
E	N/A	76146440	Abandoned	Prime Resources Corp.
FLEXI-VASE	3,853,364	77940129	Cancelled	Prime Resources Corp.
GAME TIME	4,123,055	85297369	Active	Prime Resources Corp.
GOOFY	N/A	87227113	Abandoned	Prime Resources Corp.
GOOFY GROUP	3,224,088	78689714	Active	Prime Resources Corp.
ICE	2,978,271	78/151,130	Active	Prime Resources Corp.
IMAGE BONDING	2,690,983	78/093,902	Active	Prime Resources Corp.
LOGO BLOX	4,918,634	86136851	Active	Prime Resources Corp.
LOGO-BURST	4,625,512	8587202	Active	Prime Resources Corp.
MISTY BREEZE	2,453,530	75475459	Cancelled	Prime Resources Corp.
MOPTOPPERS	5,003,994	86403055	Active	Prime Resources Corp.
PATRICK KELLY	1,589,063	73789864	Cancelled	Prime Resources Corp.
POINTS OF LIGHT	3,992,062	85029059	Active	Prime Resources Corp.
POWERFUL PROMOTIONAL PRODUCTS	3,943,332	85037308	Cancelled	Prime Resources Corp.
PRIME	PENDING	87350413	Pending	Prime Resources Corp.
PRIME	PENDING	87350411	Pending	Prime Resources Corp.
PRIME LINE	2,353,373	75595699	Cancelled	Prime Resources Corp.
PRIME LINE	2,180,026	75/217,726	Active	Prime Resources Corp.
PRIME LINE (stylized)	3,432,170	77/090,211	Active	Prime Resources Corp.
PRIME PENS	2,885,805	76504994	Cancelled	
PROMO SPINNER	5,323,881	87437043	Active	Prime Resources Corp.
ROBOT SERIES	2,586,831	76/119,985	Active	Prime Resources Corp.
SONIC ROCKS	3,662,447	77340905	Cancelled	



STRAPPY	5,173,389	87220948	Active	Prime Resources Corp.
THE 3D BAG	4,460,318	85874615	Active	Prime Resources Corp.
TUSCANY	PENDING	87608125	Pending	Prime Resources Corp.
UP-RITE	2,171,919	75217739	Cancelled	Prime Resources Corp.
YOUR E-SOURCE FOR PRODUCTS THAT PROMOTE	2,563,288	76119624	Cancelled	Prime Resources Corp.
YOUR GLOBAL SOURCE FOR PRODUCTS THAT PROMOTE	2,234,086	75434536	Cancelled	Prime Resources Corp.

EXHIBIT A TO GENERAL IP ASSIGNMENT

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