

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4289864

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
THE MCCALL PATTERN COMPANY			12/13/2016
RECEIVING PARTY DATA			
Name:	FIT ACQUISITION, INC.		
Street Address:	120 BROADWAY		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10271		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Patent Number:	7878812		
Patent Number:	8221130		
Patent Number:	8454371		
CORRESPONDENCE DATA			
Fax Number:	(973)297-3762		
<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:	973-848-8623		
Email:	shalpern@mccarter.com, jfava@mccarter.com		
Correspondent Name:	STEVEN HALPERN		
Address Line 1:	MCCARTER & ENGLISH, LLP		
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Address Line 4:	NEWARK, NEW JERSEY 07102		
ATTORNEY DOCKET NUMBER:	018094-00129		
NAME OF SUBMITTER:	STEVEN E. HALPERN		
SIGNATURE:	/Steven E. Halpern/		
DATE SIGNED:	02/24/2017		
Total Attachments: 3			
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source=Executed Patent Assignment#page3.tif			

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (the "Assignment") is made and entered into this ____ day of December, 2016 by The McCall Pattern Company, a Delaware corporation ("Assignor") in favor of Fit Acquisition, Inc., a Delaware corporation ("Assignee"),

WITNESSETH:

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the patents and patent applications identified in Schedule A (hereinafter, the "Assigned Patents"); and

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated December ____, 2016, pursuant to which Assignor agrees to assign to Assignee its title, rights and interest in and to the Assigned Patents;

WHEREAS, Assignor and Assignee wish to document by formal assignment to Assignee of Assignor's title, interest and rights in and to the Assigned Patents;

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

1. Assignor does hereby assign and transfer to Assignee, its successors and assigns, the entire right, title and interest in and to the Assigned Patents and to the inventions disclosed therein, including (i) all divisions, continuations, reissues, re-examinations and extensions of the Assigned Patents; (ii) all know-how, trade secrets, discoveries, concepts, ideas, technologies, whether patentable or not, including processes, methods, formulas and techniques related to the foregoing, any and all written, unpatented technical information developed or acquired before the date hereof related to the Assigned Patents; (iii) any and all copyrights, copyright registrations and copyrightable subject matter owned or controlled by Assignor related to the Assigned Patents; (iv) any trademarks related to the Assigned Patents; and (v) all causes of action relating to enforcement of any of the Assigned Patents, including with respect to activities which precede the date of this assignment;

2. Assignor shall cooperate with Assignee at Assignee's expense in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Assigned Patents with, for example, any inventor, or with the U.S. Patent and Trademark Office or any equivalent foreign offices;

3. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns;

4. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its provisions concerning conflict of laws. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms;

5. This Assignment, together with the Asset Purchase Agreement, contains the entire undertaking of Assignor with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of Assignor relating to the subject matter hereof; and

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the date first above-written.

The McCall Pattern Company

Date: December 13, 2016

By: Frank Rizzo
Name: FRANK RIZZO
Title: President & Chief Executive Officer

ACKNOWLEDGMENT

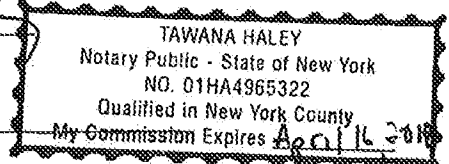
STATE OF New York :
COUNTY OF New York : ss.

FRANK RIZZO, being duly sworn, says that [s]he is the President of The McCall Pattern Company, a Delaware corporation, and acknowledges that [s]he did sign said instrument on behalf of The McCall Pattern Company pursuant to due authority.

Sworn to and subscribed
before me this 13 day
of December, 2016.

Tawana Haley
Notary Public

My commission expires: _____



(SEAL)

SCHEDULE A
PATENT LIST

<u>COUNTRY</u>	<u>REFERENCE#</u>	<u>FILED</u>	<u>SERIAL#</u>	<u>PATENT#</u>
UNITED STATES	14579-030A	4/11/2007	11/786,303	7,878,812
UNITED STATES	14579-030B	1/3/2011	12/983,455	8,221,130
UNITED STATES	14579-030C	6/6/2012	13/490,030	8,454,371