

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sea Island Clothiers Inc.		11/15/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Sea Island Clothiers, LLC		
Street Address:	236-250 Greenpoint Avenue		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11222		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1282552	J.MCLAUGHLIN	
Registration Number:	1996010	J. MAC	
Registration Number:	3123298	J. MCLAUGHLIN	
Serial Number:	85312021	J. MCLAUGHLIN	
Serial Number:	85312029	J. MCLAUGHLIN	
Serial Number:	85312008	JMCL	
CORRESPONDENCE DATA			
Fax Number:	(212)446-6460		
Phone:	2124464800		
Email:	hayley.smith@kirkland.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Hayley Smith, Senior Legal Assistant		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		

CH \$165.00 1282552

ATTORNEY DOCKET NUMBER:	13017-1
NAME OF SUBMITTER:	Hayley Smith
Signature:	//Hayley Smith//
Date:	11/15/2011
Total Attachments: 5 source=Project Island - Trademark Assignment (Executed)#page1.tif source=Project Island - Trademark Assignment (Executed)#page2.tif source=Project Island - Trademark Assignment (Executed)#page3.tif source=Project Island - Trademark Assignment (Executed)#page4.tif source=Project Island - Trademark Assignment (Executed)#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“Assignment”) is entered into as of November 15, 2011 by Sea Island Clothiers Inc., a New York corporation (“Assignor”) in favor of Sea Island Clothiers, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor owns the trademark registrations and applications set forth on Schedule A attached hereto and all goodwill associated therewith (the “Marks”); and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor’s right, title and interest in and to the Marks, including, without limitation, all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably transfers, assigns and conveys to Assignee the entire right, title and interest in, to and under the Marks, together with the goodwill associated therewith, and including, without limitation, all associated trademark rights held by Assignor for the United States and for any foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all claims, demands, and rights to recovery, damages and profit that Assignor may have for past, present or future infringement, unfair competition, dilution or other violations of the Marks, and all rights to any other income, royalties, proceeds and other payments hereafter due or payable to Assignor with respect to the Marks, and all rights to compromise, sue for, recover and collect on any such claims, demands and rights to recovery in its own name and that of its successors and assigns, and all rights corresponding to any of the foregoing throughout the world.
2. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and, if applicable, the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee’s attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.
3. Assignor shall, at Assignee’s cost, provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request from time to time (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with: (a) the preparation of any application for renewal of the Marks and of any application for registration of any

associated marks, (b) the prosecution or defense of any infringement or other litigation or any cancellation, opposition or other proceedings that may arise in connection with, or otherwise relate to, the Marks (including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment), (c) obtaining any additional protection for the Marks that Assignee may reasonably deem appropriate that may be secured under the laws now or hereafter in effect in the United States, foreign countries or multinational authorities, and (d) effectuating, evidencing and recording and implementing this Assignment.

4. This Assignment shall be governed by and construed in accordance with the internal 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 those of the State of New York.
5. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * * * *

[END OF PAGE]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

Sea Island Clothiers Inc., Assignor

By: 

Name: Kevin McLaughlin

Title: President and Chief Executive Officer

Sea Island Clothiers, LLC, Assignee

By: _____

Name: Steven Siegler

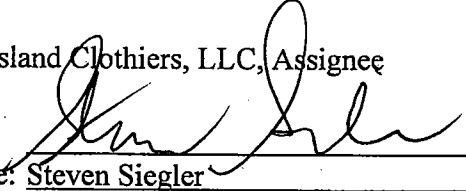
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.



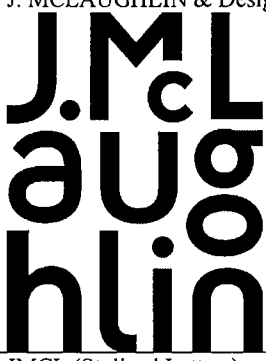

Sea Island Clothiers Inc., Assignor

By: _____
Name: Kevin McLaughlin
Title: President and Chief Executive Officer

Sea Island Clothiers, LLC, Assignee

By: 
Name: Steven Siegler
Title: President and Chief Executive Officer

Schedule A
to Trademark Assignment

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
J.MCLAUGHLIN & Design 	U.S. Federal	73/367943 6/4/1982	1282552 6/19/1984	Sea Island Clothiers Inc.	Registered
J. MAC	U.S. Federal	74/557182 8/4/1994	1996010 8/20/1996	Sea Island Clothiers Inc.	Registered
J. MCLAUGHLIN	U.S. Federal	78/674235 7/20/2005	3123298 8/1/2006	Sea Island Clothiers Inc.	Registered
J. MCLAUGHLIN (Stylized Letters) 	U.S. Federal	85/312021 5/4/2011		Sea Island Clothiers Inc.	Pending
J. MCLAUGHLIN & Design 	U.S. Federal	85/312029 5/4/2011		Sea Island Clothiers Inc.	Pending
JMCL (Stylized Letters) 	U.S. Federal	85/312008 5/4/2011		Sea Island Clothiers Inc.	Pending