

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
HMX Poland SP. Z O.O.	FORMERLY Embu Investments Spolka Z Ograniczona Odpowiedzialnoscia Branch in Luxembourg	08/22/2012	a Polish Sp.z.o.o.:
RECEIVING PARTY DATA			
Name:	HMX, LLC		
Street Address:	125 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 56			
Property Type	Number	Word Mark	
Registration Number:	2881267	NATURALIFE	
Registration Number:	1807678	DASH	
Registration Number:	3186545	BARRIE PACE	
Registration Number:	1788257	GILBERT & LODGE	
Registration Number:	3034304	HF HICKEY FREEMAN	
Registration Number:	3030363	HICKEY	
Registration Number:	3062634	PERFECT AT ANY AGE	
Registration Number:	3172450	MAX WEAR	
Registration Number:	1449837	PUSSER'S OF THE WEST INDIES	
Registration Number:	3327634	GOLD HART SCHAFFNER MARX	
Registration Number:	2935823	HART SCHAFFNER MARX	
Registration Number:	2975984	HART SCHAFFNER MARX	

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Registration Number:	1436523	HAWKSLEY & WIGHT
Registration Number:	3327635	HSM TRAVELOR
Registration Number:	3327645	
Registration Number:	2939248	PALLESKO
Registration Number:	2956588	SOCIETY BRAND, LTD.
Registration Number:	1445272	ALUMNI
Registration Number:	1859751	ALEX
Registration Number:	2955147	STARSETTA
Registration Number:	3637555	EYE
Registration Number:	2965150	SANSABELT
Registration Number:	3552077	GARDEN OF EARTHLY DELIGHTS
Registration Number:	3338650	M MONARCHY
Registration Number:	3828954	M MONARCHY
Registration Number:	3575489	MANCHESTER ESC.
Registration Number:	3131717	MONARCHY
Registration Number:	3614377	RESTORATION OF THE MONARCHY
Registration Number:	3306091	EXCLUSIVELY MISOOK
Registration Number:	0798121	PALM BEACH
Registration Number:	3429561	PALM BEACH
Registration Number:	2958126	PALM BEACH PRECISION FIT
Registration Number:	3334079	PB BY PALM BEACH
Registration Number:	2171355	RACQUET CLUB
Registration Number:	3276807	SOOS BY MISOOK
Registration Number:	3231269	BLUE HOUSE DRIVE
Registration Number:	2217777	CHRISTOPHER BLUE
Registration Number:	3309032	HEIRLOOM BY CHRISTOPHER BLUE
Registration Number:	3118298	L. PASEO
Registration Number:	3149861	PINE IV
Registration Number:	3006312	WÖRN
Registration Number:	3385982	B. CHYLL
Registration Number:	3402470	B.CHYLL
Registration Number:	3075851	SWEATER.COM
Registration Number:	3521774	THE PURSUIT OF HARMONY
Registration Number:	3521776	THE PURSUIT OF HARMONY
Registration Number:	3361499	ZOOEY

	3463414	ZOOEY BY ALICE HELLER
Registration Number:	3361500	ZOOEY
Registration Number:	2207406	MATTEO MAAS
Registration Number:	3979654	HART SCHAFFNER MARX HSM 1887 1887
Registration Number:	3979653	HF INTEGRITAS VENERATIO
Registration Number:	3903510	HICKEY FREEMAN
Registration Number:	3979652	HICKEY FREEMAN ESTABLISHED 1899 HF INTEGRITAS VENERATIO
Registration Number:	4095435	MNRKY
Registration Number:	3327644	TRAVELOR HART SCHAFFNER MARX

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: thomasbr@gtlaw.com

Correspondent Name: Brandi Thomas

Address Line 1: Greenberg Traurig One International Pl.

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Brandi Thomas
Signature:	/s/ Brandi Thomas
Date:	08/31/2012

Total Attachments: 8

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of August 22, 2012, by SALUS CAPITAL PARTNERS, LLC, a Delaware limited liability company with an address of 197 First Avenue, Suite 250, Needham, MA 02494, successor Agent to Wachovia Capital Finance Corporation (Central), as attorney-in-fact for HMX POLAND SP. Z O.O., a Polish Sp.z.o.o. with an address of Allee Scheffer Street No. 1, Luxembourg, L-2520, formerly known as EMBU INVESTMENTS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, BRANCH IN LUXEMBOURG under Special Power of Attorney dated August 7, 2009 (“**Assignor**”) to HMX, LLC, a Delaware limited liability company with an address of 125 Park Avenue, New York, NY 10017 (“**Assignee**”).

WHEREAS, Assignor is the owner of the right, title and interest in and to the trademarks set forth on Schedule A attached hereto (the “**Marks**”), along with the goodwill of the business developed through the use of any symbolized by the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers, conveys, and assigns to Assignee all of Assignor’s right, title, and interest in, to, and under the Marks, including any and all common law rights thereof and registrations therefor, together with the goodwill associated with the Marks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States or any other country or jurisdiction throughout the world. This assignment is subject to the August 7, 2009 Intellectual Property License Agreement (the “**License**”) between Assignor (as Licensor) and Coppley Corp., formerly known as HMX Canada Acquisition Corp. (as Licensee). Assignee will now stand in the shoes of Assignor as Licensor under the License, and assumes all rights and obligations thereunder. As part of this Trademark Assignment, Assignor hereby assigns to Assignee all of its rights under the License.

Without limiting the generality of the foregoing, Assignee will have the sole right to sue and collect damages and/or profits for any past, present or future infringements or other violations of the Marks. Assignor and Assignee each acknowledge and agree that (a) the transfer of the Marks pursuant to this Trademark Assignment will not release, modify, or otherwise affect the security interest in and lien upon the Marks held by SALUS CAPITAL PARTNER, LLC, successor Agent to WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL) (in such capacity, the “**Secured Party**”), pursuant to that certain Trademark Collateral Assignment and Security Agreement, dated as of August 7, 2009, by EMBU INVESTMENTS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, BRANCH IN LUXEMBOURG, now known as HMX POLAND SP. Z O.O., in favor of Secured Party (the “**Liens**”), and (b) on and after the date hereof, the Liens shall continue in full force and effect.

Assignor agrees that, at any time, upon the request of the Assignee, Assignor will execute and deliver all papers, take all rightful oaths, and do all acts that may be

necessary or desirable to secure and maintain protection of the Marks throughout all countries of the world and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees, and otherwise to do what is necessary to give full effect to, to perfect and to record the rights of the Assignee under this Agreement, including the execution, delivery and procurement of any and all further documents evidencing this Agreement, assignment, transfer and sale as may be necessary or desirable.

Assignor further covenants that at any time, upon the request of the Assignee, Assignee will be provided promptly with all pertinent facts and documents relating to the Marks and legal equivalents as may be known and accessible to Assignor and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to Assignee, its successors, assigns and legal representatives or nominees, any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said Marks and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

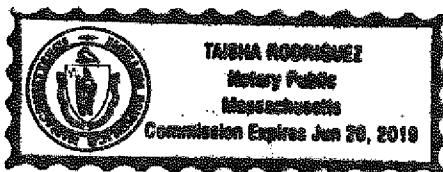
IN WITNESS WHEREOF, Assignor and Assignee have executed this
Trademark Assignment on the date first written above.

SALUS CAPITAL PARTNERS, LLC, SUCCESSOR
AGENT TO WACHOVIA CAPITAL FINANCE
CORPORATION (CENTRAL), AS ATTORNEY-IN-
FACT FOR HMX POLAND SP. Z O.O., (F/K/A EMBU
INVESTMENTS SPÓŁKA Z OGRANICZONĄ
ODPOWIEDZIALNOŚCIĄ, BRANCH IN
LUXEMBOURG) UNDER SPECIAL POWER OF
ATTORNEY DATED AUGUST 7, 2009

By: _____
Name: Kyle C. Shonak
Title: Senior Vice President

COMMONWEALTH OF MASSACHUSETTS)
) ss.:
COUNTY OF Norfolk)

On this 27th day of August, 2012, before me, the undersigned notary public,
personally appeared Kyle C. Shonak, proved to me through satisfactory evidence of
identification, which was DRIVER'S LICENSE, to be the person whose name is signed on
the preceding document, and acknowledged to me that he signed it voluntarily for its stated
purpose as Senior Vice President of Salus Capital Partners, LLC.



Tasha Rodriguez
Notary Public
My commission expires: JUNE 20, 2019

HMX, LLC,

By: _____
Title: _____

STATE OF _____)
) ss.:
COUNTY OF _____)

On this ____ day of _____ 2012, before me personally came _____, to
me known, who being duly sworn, did depose and say, that he/she is the _____ of the
limited liability company described in and which executed the foregoing instrument; and that
he/she signed his/her name thereto by order of the managers of said limited liability company.

IN WITNESS WHEREOF, Assignor and Assignee have executed this
Trademark Assignment on the date first written above.

SALUS CAPITAL PARTNERS, LLC, SUCCESSOR
AGENT TO WACHOVIA CAPITAL FINANCE
CORPORATION (CENTRAL), AS ATTORNEY-IN-
FACT FOR HMX POLAND SP. Z O.O., (F/K/A EMBU
INVESTMENTS SPÓŁKA Z OGRANICZONĄ
ODPOWIEDZIALNOŚCIĄ, BRANCH IN
LUXEMBOURG) UNDER SPECIAL POWER OF
ATTORNEY DATED AUGUST 7, 2009

By: _____
Title: Senior Vice President and Chief Financial Officer

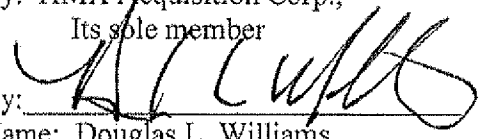
COMMONWEALTH OF MASSACHUSETTS)
) ss.:
COUNTY OF _____)

On this ____ day of _____, 2012, before me, the undersigned notary public,
personally appeared Robert R. Kuppens, proved to me through satisfactory evidence of
identification, which was _____, to be the person whose name is signed on
the preceding document, and acknowledged to me that he signed it voluntarily for its stated
purpose as Senior Vice President and Chief Financial Officer of Salus Capital Partners, LLC.

Notary Public
My commission expires: _____

HMX, LLC,

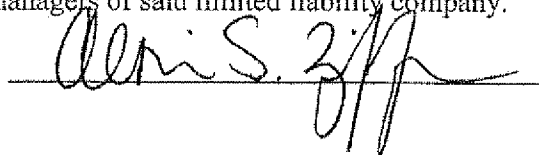
By: HMX Acquisition Corp.,
Its sole member

By: 
Name: Douglas L. Williams
Title: Chief Executive Officer

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

On this 22 day of August, 2012, before me personally came Douglas L. Williams to
me known, who being duly sworn, did depose and say, that he/she is the CEO of the

limited liability company described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the managers of said limited liability company.

A handwritten signature in cursive script, appearing to read "Alison S. Ziffren", is written over a horizontal line.

ALISON S. ZIFFREN
Notary Public, State of New York
No. 01216250364
Qualified in New York County
Commission Expires Oct. 24, 2015

SCHEDULE A
TRADEMARKS

<u>Trademark Description</u>	<u>Jurisdiction</u>	<u>Trademark Application/Registration No.</u>	<u>Application/Registration Date</u>
NATURALIFE	U.S.	2,881,267	9/7/2004
DASH	U.S.	1,807,678	11/30/1993
BARRIE PACE	U.S.	3,186,545	12/19/2006
GILBERT & LODGE (stylized)	U.S.	1,788,257	8/17/1993
HF HICKEY FREEMAN (design)	U.S.	3,034,304	12/27/2005
HICKEY	U.S.	3,030,363	12/13/2005
PERFECT AT ANY AGE	U.S.	3,062,634	3/4/1969
MAX WEAR	U.S.	3,172,450	11/14/2006
PUSSER'S OF THE WEST INDIES (design)	U.S.	1,449,837	7/28/1987
GOLD HART SCHAFFNER MARX	U.S.	3,327,634	10/30/2007
HART SCHAFFNER MARX	U.S.	2,935,823	3/29/2005
HART SCHAFFNER MARX	U.S.	2,975,984	7/26/2005
HAWKSLEY & WIGHT	U.S.	1,436,523	4/14/1987
HMS TRAVELOR	U.S.	3,327,635	10/30/2007
(MODERN HORSE & RIDER DESIGN)	U.S.	3,327,645	10/30/2007
PALLESKO	U.S.	2,939,248	4/12/2005
SOCIETY BRAND	U.S.	2,956,588	5/31/2005
ALUMNI	U.S.	1,445,272	6/30/1987
ALEX	U.S.	1,859,751	10/25/1994
STARSETTA	U.S.	2,955,147	5/24/2005

EYE	U.S.	3,637,555	6/16/2009
SANSABELT	U.S.	2,965,150	7/5/2005
GARDEN OF EARTHLY DELIGHTS	U.S.	3,552,077	12/23/2008
M MONARCHY (stylized)	U.S.	3,338,650	11/20/2007
M MONARCHY (stylized)	U.S.	3,828,954	8/3/2010
MANCHESTER ESC.	U.S.	3,575,489	2/17/2009
MONARCHY	U.S.	3,131,717	8/22/2006
RESTORATION OF THE MONARCHY	U.S.	3,614,377	5/5/2009
EXCLUSIVELY MISOOK	U.S.	3,306,091	10/9/2007
PALM BEACH	U.S.	798,121	10/26/1965
PALM BEACH (design)	U.S.	3,429,561	5/20/2008
PALM BEACH PRECISION FIT (design)	U.S.	2,958,126	5/31/2005
PB BY PALM BEARCH	U.S.	3,334,079	11/13/2007
RACQUET CLUB	U.S.	2,171,355	7/7/1998
SOOS BY MISOOK	U.S.	3,276,807	8/7/2007
BLUE HOUSE DRIVE	U.S.	3,231,269	4/17/2007
CHRISTOPHER BLUE	U.S.	2,217,777	1/12/1999
HEIRLOOM BY CHRISTOPHER BLUE	U.S.	3,309,032	10/9/2007
L. PASEO	U.S.	3,118,298	7/18/2006
PINE IV	U.S.	3,149,861	9/26/2006
WORN (stylized)	U.S.	3,006,312	10/11/2005
B. CHYLL	U.S.	3,385,982	2/19/2008
B. CHYLL (design)	U.S.	3,402,470	3/25/2008
SWEATER.COM	U.S.	3,075,851	4/4/2006
THE PURSUIT OF HARMONY	U.S.	3,521,774	10/21/2008
THE PURSUIT OF HARMONY (design)	U.S.	3,521,776	10/21/2008
ZOOEY	U.S.	3,361,499	1/1/2008

ZOOEY BY ALICE HELLER	U.S.	3,463,414	7/8/2008
ZOOEY (stylized)	U.S.	3,361,500	1/1/2008
MATTEO MAAS	U.S.	2,207,406	12/1/1998
KINGSRIDGE	U.S.	Common law	n/a
HART SCHAFFNER MARX HSM 1887 1887 (design)	U.S.	3,979,654	06/14/2011
HF INTEGRITASVENERATIO (design)	U.S.	3,979,653	06/14/2011
HICKEY FREEMAN	U.S.	3,903,510	01/11/2011
HICKEY FREEMAN ESTABLISHED 1899 HF INTEGRITAS VENERATIO (design)	U.S.	3,979,652	06/14/2011
MNRKY	U.S.	4,095,435	02/07/2012
TRAVELOR HART SCHAFFNER MARX	U.S.	3,327,644	10/30/2007