

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.		09/11/2012	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: 17			
Property Type	Number	Word Mark	
Serial Number:	85289898	GRAHAM & GUNN LTD	
Serial Number:	85091033	HART SCHAFFNER MARX	
Serial Number:	85316231	HART SCHAFFNER MARX	
Serial Number:	85029893	HART SCHAFFNER MARX AUTHENTIC AMERICAN SINCE 1887	
Serial Number:	85091016	HICKEY	
Serial Number:	85157184	HICKEY FREEMAN	
Serial Number:	85316218	HICKEY FREEMAN	
Serial Number:	85135862	HICKEY FREEMAN ESTABLISHED 1899 HF INTEGRITAS VENERATIO ·INTEGRITY HONOR AND PRECISION·	
Serial Number:	85199665	HIS FIRST HICKEY FREEMAN	
Serial Number:	85316211	NATURALIFE	
Serial Number:	85430150	STREETS OF AMERICA	
Serial Number:	85680041	STREETS OF AMERICA	
Serial Number:	85287882	STREETS OF BEVERLY HILLS	

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Serial Number:	85429712	STREETS OF BOSTON
Serial Number:	85287850	STREETS OF GEORGETOWN
Serial Number:	85287864	STREETS OF SAN FRANCISCO
Serial Number:	85287874	STREETS OF CHICAGO

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 Plac

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:

Brandi Thomas

Signature:

/s/ Brandi Thomas

Date:

09/11/2012

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of September 11, 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 applications 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 made in connection with the transfer of the business to which the Marks pertain. This assignment is subject to the August 7, 2009 Intellectual Property License Agreement (the “**License**”) between Assignor (as Licensor) and Copley 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.

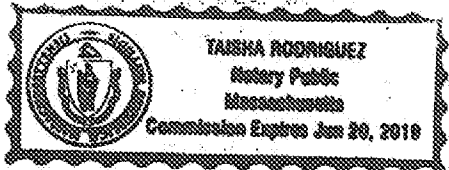
SALUS CAPITAL PARTNERS, LLC, SUCCESSOR AGENT TO WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), AS ATTORNEY-IN-FACT FOR HMX POLAND SP. Z O.O., (F/K/A EMBU INVESTMENTS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, BRANCH IN LUXEMBOURG) UNDER SPECIAL POWER OF ATTORNEY DATED AUGUST 7, 2009

By: _____
Title: Senior Vice President

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

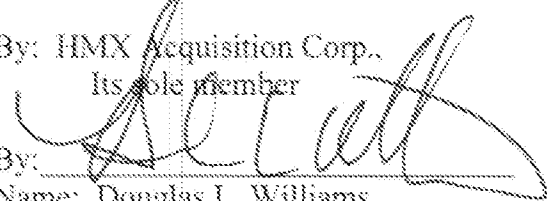
On this 11th day of September, 2012, before me, the undersigned notary public, personally appeared Kyle C. Shonak, proved to me through satisfactory evidence of identification, which was DRIVER'S LICENSE, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Senior Vice President of Salus Capital Partners, LLC.

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



HMX, LLC,

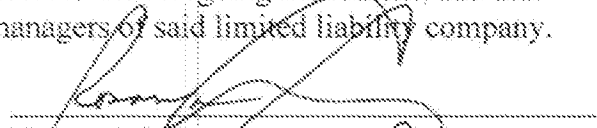
By: HMX Acquisition Corp.,
Its sole member



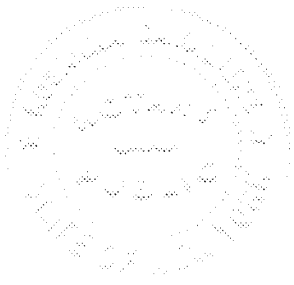
By: _____
Name: Douglas L. Williams
Title: Chief Executive Officer

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

On this 28 day of August 2012, before me personally came Douglas 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.



Notary Public
My commission expires: Sept 27, 2014



ROSANNA CAVALIERE
Notary Public, State of New York
No. 01CA6228784
Qualified in Queens County
Term Expires Sept. 27, 2014

SCHEDULE A
TRADEMARKS

<u>Trademark Description</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Application Date</u>
GRAHAM & GUNN LTD.	U.S.	85-289898	04/08/2011
HART SCHAFFNER MARX	U.S.	85-091033	07/22/2010
HART SCHAFFNER MARX	U.S.	85-316231	05/09/2011
HART SCHAFFNER MARX AUTHENTIC AMERICAN SINCE 1887	U.S.	85-029893	05/04/2010
HICKEY	U.S.	85-091016	07/22/2010
HICKEY FREEMAN	U.S.	85-157184	10/20/2010
HICKEY FREEMAN	U.S.	85-316218	10/11/2011
HICKE FREEMAN ESTABLISHED 1899 (design)	U.S.	85-135862	09/22/2010
HIS FIRST HICKEY FREEMAN	U.S.	85-199665	12/16/2010
NATURALIFE	U.S.	85-316211	05/09/2011
STREETS OF AMERICA	U.S.	85-430150	09/23/2011
STREETS OF AMERICA	U.S.	85-680041	07/18/2012
STREETS OF BEVERLY HILLS	U.S.	85-287882	04/06/2011
STREETS OF BOSTON	U.S.	85-429712	09/22/2011
STREETS OF CHICAGO	U.S.	85-287874	04/06/2011
STREETS OF GEORGETOWN	U.S.	85-287850	04/06/2011
STREETS OF SAN FRANCISCO	U.S.	85-287864	04/06/2011