

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
SEQUENTIAL BRANDS GROUP, INC.		06/28/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WESTLIFE DISTRIBUTION USA, LLC
Street Address:	227 East Compton Blvd.
City:	Gardena
State/Country:	CALIFORNIA
Postal Code:	90248
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2466702	MATIX
Registration Number:	2709021	
Registration Number:	2894155	MATIX
Registration Number:	3182246	M
Registration Number:	3104537	M
Registration Number:	3109858	MATIX
Registration Number:	3561460	M
Registration Number:	3561461	M

CORRESPONDENCE DATA

Fax Number: 9498556371
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: (949) 855-1246
 Email: nlinares@stetinalaw.com

OP \$215.00 2466702

Correspondent Name: Eric L. Tanezaki
Address Line 1: 75 Enterprise
Address Line 2: Ste. 250
Address Line 4: Aliso Viejo, CALIFORNIA 92656

ATTORNEY DOCKET NUMBER:	WESTL-001T - 011T
NAME OF SUBMITTER:	Eric L. Tanezaki
Signature:	/Eric L. Tanezaki/
Date:	11/01/2012

Total Attachments: 14
source=TrademarkAssignmentFinalExecutedWithExhibitA#page1.tif
source=TrademarkAssignmentFinalExecutedWithExhibitA#page2.tif
source=TrademarkAssignmentFinalExecutedWithExhibitA#page3.tif
source=TrademarkAssignmentFinalExecutedWithExhibitA#page4.tif
source=TrademarkAssignmentFinalExecutedWithExhibitA#page5.tif
source=TrademarkAssignmentFinalExecutedWithExhibitA#page6.tif
source=TrademarkAssignmentFinalExecutedWithExhibitA#page7.tif
source=TrademarkAssignmentFinalExecutedWithExhibitA#page8.tif
source=TrademarkAssignmentFinalExecutedWithExhibitA#page9.tif
source=TrademarkAssignmentFinalExecutedWithExhibitA#page10.tif
source=TrademarkAssignmentFinalExecutedWithExhibitA#page11.tif
source=TrademarkAssignmentFinalExecutedWithExhibitA#page12.tif
source=TrademarkAssignmentFinalExecutedWithExhibitA#page13.tif
source=TrademarkAssignmentFinalExecutedWithExhibitA#page14.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and entered into as of June 28, 2012 by and between Sequential Brands Group, Inc., a Delaware corporation ("Transferor") and Westlife Distribution USA, LLC, a California limited liability company, or its designee, assignee or nominee ("Transferee").

RECITALS

WHEREAS, Transferor has entered into a purchase and sale agreement, as amended and restated, executed on June 28, 2012 (the "PSA"), to sell, among other assets, the trademarks and service marks set forth on Exhibit A attached hereto (the "Marks") to Transferee.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements set forth in this Assignment and in the PSA, the parties agree as follows:

1. Assignment. Transferor hereby irrevocably assigns, transfers, sells and conveys to Transferee all of its rights, title and interest throughout the world in and to the Marks, and the registrations, applications and renewals relating thereto, together with the goodwill associated with and symbolized by the Marks, and all rights, claims and privileges pertaining to the Marks, including, without limitation, the right to prosecute and maintain registrations and applications for any of the Marks, and the right to sue and recover damages for past, present and future infringement of any of the Marks.

2. Recordation. In accordance with applicable law, Transferee is entitled to a transfer of record of all rights of Transferor in the Marks, and request is hereby made that the Commissioner of Patents and Trademarks and the United States Patent and Trademark Office accept the foregoing transfer statement and promptly amend its records to reflect the aforesaid transfer to Transferee.

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

4. Counterparts. The parties hereto may execute this Assignment in one or more counterparts, each of which shall be deemed an original, but all counterparts taken together shall constitute one and the same agreement.

5. Order of Precedence. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge or affect the rights of any person under the PSA. If any provision of this Assignment is inconsistent or conflicts with the PSA, the PSA shall control.

6. Descriptive Headings. The headings used in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in such State without regard to conflicts of laws principles thereof.

IN WITNESS WHEREOF, Transferor and Transferee has caused its name to be signed by a duly authorized representative this 28th day of June, 2012.

TRANSFEROR:

SEQUENTIAL BRANDS GROUP, INC.

By: 

Name: Colin Dyer

Title: CEO

TRANSFEEE:

WESTLIFE DISTRIBUTION USA, LLC

By: _____

Name:

Title:

6. Descriptive Headings. The headings used in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in such State without regard to conflicts of laws principles thereof.

IN WITNESS WHEREOF, Transferor and Transferee has caused its name to be signed by a duly authorized representative this 28th day of June, 2012.

TRANSFEROR:

SEQUENTIAL BRANDS GROUP, INC.

By: _____
Name:
Title:

TRANSFeree:

WESTLIFE DISTRIBUTION USA, LLC






By:  _____
Name: DOUGLAS SUMI
Title: CFO/COO

Exhibit A
Marks






US Trademark Status Report - MATIX MATTERS

Client No. Matter No.	Mark / Graphic	Owner of Record	Class Number	Goods/ Services	Serial No. Filing Date	Reg. Number Reg. Date	Renewal Date
04622 T022USA18	M (STYLIZED) 	DVS Shoe Co., Inc.	18	travel bags, carry-on bags, garment bags for travel, all purpose sports bags, purses, clutch purses and wallets	76/629853 1/31/2005	3104537 6/13/2006	6/13/2016
This registration is still in force, but we received instructions to allow to lapse.							
04622 T003	MATTIX	DVS Shoe Co., Inc.	18, 25	18 - travel bags, carry-on bags, garment bags for travel, all purpose sports bags, wallets 25 - clothing, namely, shirts, T-shirts, tank tops, tops, sweaters, jackets, boxer shorts, pants, jeans, shorts, sweat shirts, sweat pants, coats, socks, booties, belts, swimwear, head wear	75/979983 5/8/1998	2466702 7/3/2001	7/3/2021
This registration is still in force, but we received instructions to allow to lapse.							
04622 T023USA18	MATTIX (STYLIZED) 	DVS Shoe Co., Inc.	18	travel bags, carry-on bags, garment bags for travel, all purpose sports bags, purses, clutch purses and wallets	76/629854 1/31/2005	3109858 6/27/2006	6/27/2016
This registration is still in force, but we received instructions to allow to lapse.							
04622 T020	MATTIX (STYLIZED) 	DVS Shoe Co., Inc.	25	clothing, namely, shirts, T-shirts, tank tops, tops, sweaters, jackets, sweat shirts, coats, socks, booties, belts, hats, caps, visors, sweat pants, shorts, board shorts, skirts, underwear and headwear	76/629948 1/31/2005	3058556 2/14/2006	2/14/2016
This registration is still in force, but we received instructions to allow to lapse.							
04622 T012B	MATTIX & DESIGN 	DVS Shoe Co., Inc.	18, 25	18 - travel bags, carry-on bags, garment bags for travel, all purpose sports bags, wallets 25 - clothing, namely, shirts, T-shirts, tank tops, tops, sweaters, jackets, boxer shorts, pants, jeans, shorts, sweat shirts, sweat pants, coats, socks, booties, belts, swimwear, head wear	76/400521 4/26/2002	2894155 10/19/2004	10/19/2014

TRADEMARK

REEL: 004892 FRAME: 0262

US Trademark Status Report

Client No. Matter No.	Mark / Graphic	Owner of Record	Class Number	Goods/ Services	Serial No. Filing Date	Reg. Number Reg. Date	Renewal Date
04622 T019	MISCELLANEOUS DESIGN (M/LOGO)	MISCELLANEOUS DESIGN DVS Shoe Co., Inc.	25	clothing, namely, shirts, T-shirts, tank tops, tops, sweaters, jackets, sweat shirts, coats, socks, booties, belts, hats, caps, visors, sweat pants, shorts, board shorts, skirts, underwear and headwear	76/629852 1/31/2005	3182246 12/12/2006	12/12/2016
							
04622 T024	MISCELLANEOUS DESIGN (M/STITCHED POCKET)	MISCELLANEOUS DESIGN DVS Shoe Co., Inc.	25	clothing, namely, pants, jeans, shorts, board shorts, capri pants, skirts, and jackets	76/629859 1/31/2005	3143979 9/19/2006	9/19/2016
							
04622 T013B	MISCELLANEOUS DESIGN (MATIX LOGO)	MISCELLANEOUS DESIGN DVS Shoe Co., Inc.	18, 25	18 - travel bags, carry-on bags, garment bags for travel, all purpose sports bags, wallets 25 - clothing, namely, shirts T-shirts, tank tops, tops, sweaters, jackets, boxer shorts, pants, jeans, shorts, sweat shirts sweat pants, coats, socks, booties, belts, swimwear, head wear	76/400520 4/26/2002	2709021 4/22/2003	4/22/2013
							
04622 T025	MISCELLANEOUS DESIGN (NEW MATIX LOGO)	MISCELLANEOUS DESIGN DVS Shoe Co., Inc.	18	all purpose sports bags, purses, clutch purses and wallets	76/642345 7/5/2005	3561460 1/13/2009	1/13/2019
							
04622 T026	MISCELLANEOUS DESIGN (NEW MATIX LOGO)	MISCELLANEOUS DESIGN DVS Shoe Co., Inc.	25	clothing, namely, shirts, t-shirts, tank tops, tops, sweaters, jackets, sweat shirts, coats, socks, booties, belts, hats, caps, visors, jeans, sweat pants, shorts, board shorts, skirts, underwear, belts, swimwear and headwear	76/642346 7/5/2005	3561461 1/13/2009	1/13/2019
							

This registration is still in force, but we received instructions to allow to lapse.

This registration is still in force, but we received instructions to allow to lapse.

TRADEMARK

US Trademark Status Report

Client No.	Mark / Graphic	Owner of Record	Class Number	Goods/ Services	Serial No. Filing Date	Reg. Number Reg. Date	Renewal Date
04622 T021	STYLIZED LOGO ON POCKET WITH STITCHING	DYS Shoe Co., Inc.	25	clothing, namely, pants, jeans, shorts, board shorts, capri pants, skirts and jackets	76 / 629949 1/31/2005	3143980 9/19/2006	9/19/2016





This registration is still in force, but we received instructions to allow to lapse.




TRADEMARK

REEL: 004892 FRAME: 0264



Foreign Trademark/Service Mark Status Report - MATIX MATTERS

Client No. Matter No.	Country	Mark	Owner	Class(es)	Serial No./ Filing Date	Reg. No. Reg. Date	Status
04622 T003AU	Australia	MATIX	DVS Shoe Co., Inc.	25	776036 10/20/1998	776036 3/30/1999	Registered; Renewed
						Renewal due 10/20/2018	
04622 T003BG	Bulgaria	MATIX	DVS Shoe Co., Inc.	18, 25	80179 7/15/2005	59885 6/21/2007	Registered
						Renewal due 7/15/2015	
04622 T003CA	Canada	MATIX	DVS Shoe Co., Inc.	16, 25	884662 7/17/1998	TMA 615185 7/19/2004	Registered
						Renewal due 7/19/2019	
04622 T048CA	Canada	MISCELLANEOUS DESIGN (EVOLUTION LOGO)	DVS Shoe Co., Inc.	9	1465222 1/8/2010	TMA 785459 12/21/2010	Registered
						Renewal due 12/21/2025	
04622 T025CA	Canada	MISCELLANEOUS DESIGN (NEW MATIX LOGO)	DVS Shoe Co., Inc.	18, 25	1284977 1/5/2006	TMA 685352 4/2/2007	Registered
						Renewal due 4/2/2022	




Foreign Trademark/Service Mark Status Report

Client No. Matter No.	Country	Mark	Owner	Class(es)	Serial No./ Filing Date	Reg. No. Reg. Date	Status
04622 T012CN18	China - PRC		DVS Shoe Co., Inc.	18	4241905 8/27/2004	4241905 4/21/2008	Registered
						Renewal due 4/20/2018	
04622 T012CN25	China - PRC	MATIX & DESIGN 	DVS Shoe Co., Inc.	25	4241906 8/27/2004	4241906 4/21/2008	Registered
						Renewal due 4/20/2018	
04622 T003CR18	Costa Rica	MATIX	DVS Shoe Co., Inc.	18	2005-0003262 5/4/2005	155002 12/2/2005	Registered
						Renewal due 12/2/2015	
04622 T003CTM	CTM (European Community)	MATIX	DVS Shoe Co., Inc.	18, 25	00870279 7/3/1998	00870279 4/6/2001	Registered; Renewed
						Renewal due 7/3/2018	
04622 T025CTM	CTM (European Community)	MISCELLANEOUS DESIGN (NEW MATIX LOGO) 	DVS Shoe Co., Inc.	18, 25	004817862 1/5/2006	004817862 1/24/2007	Registered
						Renewal due 1/5/2016	




Foreign Trademark/Service Mark Status Report

Client No. Matter No.	Country	Mark	Owner	Class(es)	Serial No./ Filing Date	Reg. No. Reg. Date	Status
04622 T003HK	Hong Kong	MATIX	DVS Shoe Co., Inc.	25	300574696 2/1/2006	300574696 7/3/2007	Registered
						Renewal due 1/31/2016	
04622 T003ID	Indonesia	MATIX	DVS Shoe Co., Inc.	25	D002006030541 9/15/2006	IDN1000234883 2/3/2010	Registered
						Renewal due 9/15/2016	
04622 T003JP	Japan	MATIX	DVS Shoe Co., Inc.	18, 25	84439/1998 10/1/1998	4377263 4/21/2000	Registered; Renewed
						Renewal due 4/21/2020	
04622 T051KR25-A	Korea	M MATIX & DESIGN 	DVS Shoe Co., Inc.	25	2004-0007788 2/23/2004	40-649150 1/31/2006	Registered
						Renewal due 1/31/2016	
04622 T051KR25-C	Korea	M MATIX & DESIGN 	DVS Shoe Co., Inc.	25	2004-0007788 2/23/2004	40-649150-00 1/31/2006	Registered
						Renewal due 1/31/2016	

Foreign Trademark/Service Mark Status Report

Client No. Matter No.	Country	Mark	Owner	Class(es)	Serial No./ Filing Date	Reg. No. Reg. Date	Status
04622 T051KR25-B	Korea	M MATIX & DESIGN 	DVS Shoe Co., Inc.	25	2004-0007788 2/23/2004	40-649150-00 1/31/2006 -01	Registered
04622 T003KR	Korea	MATIX	DVS Shoe Co., Inc.	18, 25	40-2009-32734 7/10/2009	40-846869 12/17/2010	Registered
04622 T003KR9	Korea	MATIX	DVS Shoe Co., Inc.	9	40-2010-10960 3/3/2010	40-880148 9/9/2011	Registered
04622 T049KR25	Korea	MATIX IN KOREAN CHARACTERS 	DVS Shoe Co., Inc.	25	1998-0032181 8/12/1998	40-459632 11/29/1999	Registered; Renewed
04622 T050KR25	Korea	MATIX LOGO (IN BOX) 	DVS Shoe Co., Inc.	25	2005-0060975 12/28/2005	40-683302 10/27/2006	Registered
						Renewal due 10/27/2016	



Foreign Trademark/Service Mark Status Report

Client No. Matter No.	Country	Mark	Owner	Class(es)	Serial No./ Filing Date	Reg. No. Reg. Date	Status
04622 T025KR	Korea	MISCELLANEOUS DESIGN (NEW MATIX LOGO) 	DVS Shoe Co., Inc.	18, 25	40-2009-32735 7/10/2009	40-846894 12/17/2010	Registered
						Renewal due 12/17/2020	
04622 T025KR9	Korea	MISCELLANEOUS DESIGN (NEW MATIX LOGO) 	DVS Shoe Co., Inc.	9	40-2010-10959 3/3/2010	40-0866786 5/31/2011	Registered
						Renewal due 5/31/2021	
04622 T003NZ	New Zealand	MATIX	DVS Shoe Co., Inc.	25	300141 10/20/1998	300141 5/8/1998	Registered; Renewed
						Renewal due 5/8/2015	
04622 T003NO	Norway	MATIX	DVS Shoe Co., Inc.	25	09654/1998 10/27/1998	208828 6/7/2001	Registered; Renewed
						Renewal due 6/7/2021	
04622 T012PE25	Peru	MATIX & DESIGN 	DVS Shoe Co., Inc.	25	207900 4/15/2004	110116 9/28/2005	Registered
						Renewal due 9/28/2015	

Foreign Trademark/Service Mark Status Report

Client No. Matter No.	Country	Mark	Owner	Class(es)	Serial No./ Filing Date	Reg. No. Reg. Date	Status
04622 T003PR18	Philippines	MATIX	DVS Shoe Co., Inc.	18, 25	4-2006-001898	4-2006-001898	Registered
					2/17/2006	9/3/2007	
						Renewal due	
						9/3/2017	
04622 T003PR18	Puerto Rico	MATIX	DVS Shoe Co., Inc.	18	64817	64817	Registered
					4/12/2005	4/12/2005	
						Renewal due	
						4/12/2015	
04622 T003PR25	Puerto Rico	MATIX	DVS Shoe Co., Inc.	25	64818	64818	Registered
					4/12/2005	4/12/2005	
						Renewal due	
						4/12/2015	
04622 T003RU	Russian Federation	MATIX	DVS Shoe Co., Inc.	18, 25	2006701841	343913	Registered
					1/31/2006	2/13/2008	
						Renewal due	
						1/31/2016	
04622 T003ZA18	South Africa	MATIX	DVS Shoe Co., Inc.	18	2005/01985	2005/01985	Registered
					2/2/2005	11/18/2008	
						Renewal due	
						2/2/2015	

Foreign Trademark/Service Mark Status Report

Client No. Matter No.	Country	Mark	Owner	Class(es)	Serial No./ Filing Date	Reg. No. Reg. Date	Status
04622 T003ZA25	South Africa	MATIX	DVS Shoe Co., Inc.	25	2005/01986 2/2/2005	2005/01986 11/18/2008	Registered
						Renewal due 2/2/2015	
04622 T003CH	Switzerland	MATIX	DVS Shoe Co., Inc.	18, 25	00328/2005 2/2/2005	532920 4/26/2005	Registered
						Renewal due 2/2/2015	
04622 T025CH	Switzerland	MISCELLANEOUS DESIGN (NEW MATIX LOGO)	DVS Shoe Co., Inc.	18, 25	50074/2006 1/5/2006	543072 2/23/2006	Registered
						Renewal due 1/5/2016	
04622 T012BTW	Taiwan	MATIX & DESIGN	DVS Shoe Co., Inc.	18, 25	93040934 9/3/2004	1155429 5/16/2005	Registered
						Renewal due 5/15/2015	

TRADEMARK

REEL: 004892 FRAME: 0271

RECORDED: 11/01/2012