

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303057

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brian Atwood IP Company LLC		03/06/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BA Brand Holdings LLC		
Street Address:	1370 Broadway		
Internal Address:	Suite 1107		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2748583	BRIAN ATWOOD	
Registration Number:	3347528	BRIAN ATWOOD	
Registration Number:	4467657	BRIAN ATWOOD	
Registration Number:	4064848	B BRIAN ATWOOD	
Registration Number:	4078281	B BRIAN ATWOOD	
Registration Number:	4445032	B BRIAN ATWOOD	
Serial Number:	85724687	THE SEX IS IN THE HEEL	
CORRESPONDENCE DATA			
Fax Number:	2127446509		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-472-6262		
Email:	arlatifi@tuckerlatifi.com		
Correspondent Name:	Ali R. Latifi		
Address Line 1:	160 East 84th Street		
Address Line 2:	Suite 5E		
Address Line 4:	New York, NEW YORK 10028		
NAME OF SUBMITTER:	Ali R. Latifi		

OP \$190.00 2748583

SIGNATURE:	/Ali R. Latifi/
DATE SIGNED:	04/30/2014
Total Attachments: 3 source=U.S. Assignment#page1.tif source=U.S. Assignment#page2.tif source=U.S. Assignment#page3.tif	

Assignment of Trademarks (U.S.)

WHEREAS, BRIAN ATWOOD IP COMPANY LLC, a Delaware limited liability company having offices at 1007 Orange Street, Suite 225, Wilmington, Delaware 19801, USA ("Assignor"), is the owner of all right, title and interest in and to (i) all United States registered and unregistered trademarks, service marks, logos, and other trade rights, including all of the same used in the business conducted by Assignor under such trademarks, any derivatives, combinations, variations or part or initials thereof now existing or hereafter created, and any mark encompassing the words "Brian Atwood" and any derivative, variation or part thereof (including initials) in any style or font, now existing or hereafter created; (ii) all pending United States trademark applications identified on Schedule A attached hereto and made a part hereof; (iii) all United States trademark registrations identified on Schedule A hereto (each trademark and application and registration therefor and all other items listed in (i), (ii) and (iii) of this paragraph being hereinafter referred to as the "U.S. Trademarks"); (iv) all trade names and fictitious names used by Assignor in the business conducted by Assignor under the U.S. Trademarks, including, but without limitation, "Brian Atwood" and any derivative, variation or part thereof (including initials) in any style or font (each such name hereinafter referred to as the "Business Names"); (v) all of the goodwill of such business of Assignor associated with and symbolized by the U.S. Trademarks and all common law rights associated with the U.S. Trademarks; and (vi) the exclusive right to use and/or register the name "Brian Atwood" and any derivative, combination, variations or part thereof (including initials) in any style or font as a trademark, as applied to all goods and services, in the United States, its territories, possessions and commonwealths (the "TM Rights");

WHEREAS, BA BRAND HOLDINGS LLC, a New York limited liability company having offices at 1370 Broadway, Suite 1107, New York, New York 10018, USA ("Assignee"), is interested in acquiring the U.S. Trademarks, Business Names and TM Rights, and all of the goodwill of the business associated therewith;

NOW THEREFORE, in exchange for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, all of Assignor's right, title and interest in and to (a) the U.S. Trademarks; (b) the Business Names; (c) the TM Rights; (d) all of the goodwill of such business of Assignor, symbolized by the U.S. Trademarks and all common law rights associated therewith; (e) all claims against third parties for past, present or future infringements of any of the U.S. Trademarks or the goodwill associated therewith; and (f) any rights in respect to injury to the aforesaid goodwill and the right to sue for the same.

Assignor further hereby agrees that Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office so as to establish Assignee as owner of record of the U.S. Trademarks.

Assignor further hereby revokes all previous powers of attorney related to the U.S. Trademarks as set forth on Schedule A hereto and appoints Assignee, with full power of substitution and revocation vested in Assignee, to prepare and execute on Assignor's behalf, any documents reasonably necessary or required by the United States Patent and Trademark Office in

connection with and to demonstrate Assignor's consent to use, register, and/or attempt to register the marks as set forth on Schedule A hereto by Assignee and its successors and assigns.

Assignor further agrees, at the reasonable request of Assignee and without charge or cost to Assignor, promptly to (i) execute and have executed and cause its affiliates to execute any and all other documents of any kind whatsoever, and to provide whatever information may be reasonably required to carry out the terms and intent of this Assignment; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office so that Assignee's ownership of the U.S. Trademarks is duly made of record.

This Assignment shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns.

IN WITNESS WHEREOF, the undersigned, pursuant to authority duly received, has duly executed this Assignment on the 6 day of March, 2014.

ASSIGNOR:

BRIAN ATWOOD IP COMPANY LLC

By: JONES APPAREL GROUP HOLDINGS, INC.

By: [Signature]

Name: BRIAN ATWOOD

Title: PRESIDENT

ASSIGNEE:

BA BRAND HOLDINGS LLC

By: BA BRAND MANAGEMENT LLC

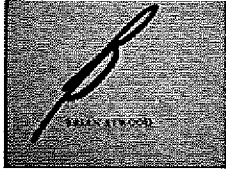
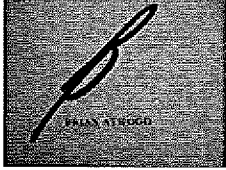

Its: Manager

By: [Signature]

Name: PAUL GARDNER

Title: V.P.

SCHEDULE A - U.S. TRADEMARKS

Trademark	App.No.	Registration No.
BRIAN ATWOOD	76/975,487	2,748,583
BRIAN ATWOOD	77/133,397	3,347,528
BRIAN ATWOOD	85/786,785	4,467,657
	85/975,761	4,064,848
	85/975,916	4,078,281
	85/783,700	4,445,032
THE SEX IS IN THE HEEL	85/724,687	