

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM330905

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pony, Inc.		02/02/2015	CORPORATION: DELAWARE
Pony International, L.L.C.		02/02/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	US Pony Holdings, LLC		
<b>Street Address:</b>	1450 Broadway		
<b>Internal Address:</b>	3rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3610281		
Registration Number:	2899929		
Registration Number:	2899930		
Registration Number:	1224322		
Registration Number:	1193225		
Registration Number:	1286086		
Registration Number:	1286085		
Registration Number:	3687538	PONY	
Registration Number:	4017103	PONY	
Registration Number:	2741220	PONY	
Registration Number:	2666380	PONY	
Registration Number:	3938095	PONY	
Registration Number:	2668890	PONY	
Registration Number:	2746335	PONY	
Registration Number:	2878297	PONY	
Registration Number:	2666379	PONY	
Registration Number:	1040116	PONY	
<b>TRADEMARK</b>			

CH \$540.00 3610281

Property Type	Number	Word Mark
Registration Number:	4092564	PRODUCT OF NEW YORK
Registration Number:	2680800	CITY WINGS
Registration Number:	2717274	CITY WINGS
Registration Number:	3136140	CITY WINGS

**CORRESPONDENCE DATA**

**Fax Number:**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 212-730-0030

**Email:** tsoinger@iconixbrand.com

**Correspondent Name:** Tracy Soinger

**Address Line 1:** Iconix Brand Group, Inc., 1450 Broadway

**Address Line 2:** 3rd Floor

**Address Line 4:** New York, NEW YORK 10018

<b>ATTORNEY DOCKET NUMBER:</b>	PONY RECORDAL
<b>NAME OF SUBMITTER:</b>	Tracy Soinger
<b>SIGNATURE:</b>	/tsoinger/
<b>DATE SIGNED:</b>	02/03/2015

**Total Attachments: 7**

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## SCHEDULE F

### Form of Confirmation of Intellectual Property Assignment

#### CONFIRMATION OF INTELLECTUAL PROPERTY ASSIGNMENT

This CONFIRMATION OF INTELLECTUAL PROPERTY ASSIGNMENT (this "Agreement") is entered into this 2nd day of February, 2015, by and between Pony, Inc., a Delaware corporation, with a business address at 14940 Calvert St. Van Nuys CA 91411-260; and Pony International, LLC, a California limited liability company, with offices at 4652 E Brickell St., Suite A, Ontario, CA 91761, the United States of America, which is a controlled Affiliate of Pony Inc. ("Assignor"), as assignor, and US Pony Holdings, LLC, a Delaware limited liability company, with offices at 1450 Broadway, Fourth Floor, New York, NY 10018 ("Assignee"), as assignee, with reference to the following facts and circumstances:

WHEREAS, Concurrently with the execution of the Trademark Purchase Agreement, Assignor and Assignee desire to execute and deliver this Agreement for recordation with the United States Patent and Trademark Office ("USPTO") and other similar government agencies responsible for the issuance or recordation of Intellectual Property.

WHEREAS, Pursuant to the Trademark Purchase Agreement and the related Assignment and Assumption Agreement, Assignor has sold, assigned, transferred and conveyed to Assignee and its successors and assigns the Assigned IP (as such term is defined in the Trademark Purchase Agreement), including the Trademarks, registrations and applications for registration and Internet domain names shown on the attached Exhibit A (the "Assigned Trademarks") and the patents and patent applications shown on the attached Exhibit B (the "Assigned Patents") in the United States (the "Territory"), according to the terms set forth therein.

NOW, THEREFORE, for the consideration set forth in the Trademark Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

Assignor has sold, assigned, transferred and conveyed to Assignee all right, title and interest in and to the following: (a) the Assigned IP, including without limitation the Assigned Trademarks and the Assigned Patents, together with the goodwill of the business symbolized by the same, as well as all registrations and applications for registration of the same in all state, provincial, department and other governmental units in the Territory heretofore granted or applied for, any and all common law and other non-statutory rights to the Assigned Trademarks and the Assigned Patents in the Territory, and any state, province, department or other governmental unit thereof, all income, royalties and damages now and hereafter due and/or payable to Assignor in connection with the foregoing, including damages for past, present and future infringements, misappropriations thereof, and any and all claims and demands and rights to sue Assignor

may have either at law or in equity for past, present and future infringements of the foregoing (collectively, the "Transferred Assets").

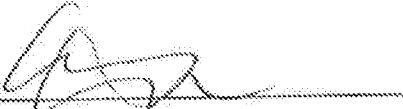
Assignor hereby authorizes and requests the Commissioner of the USPTO and any other official of any country whose duty is to issue patents or other evidence or forms of intellectual property or industrial property protection, to issue the same to Assignee and its successors, legal representatives and assigns with respect to the Transferred Assets and to record and register this Agreement. Assignor agrees, at Assignee's sole cost and expense and at no cost to Assignor to execute, acknowledge and deliver such documents and instruments and take any other actions, including providing evidence and testimony, as may be necessary or appropriate to effect and perfect the transfers of the Transferred Assets, to effect the registration or recordation of such transfers with the relevant governmental agencies and offices, and to fully prosecute, maintain and enforce the Transferred Assets. This includes Assignor working with Assignee and the applicable Internet domain name registrars and Internet website operators and providing all account credentials necessary to effectuate the assignment of all domain names included in the Transferred Assets to Assignee.

*[The remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**ASSIGNOR:**

**PONY, INC.**

By:  \_\_\_\_\_

Name:

Title:

**PONY INTERNATIONAL, LLC**

By:  \_\_\_\_\_

Name:

Title:

**ASSIGNEE:**

**US PONY HOLDINGS, LLC**

By: \_\_\_\_\_

Name:

Title:

Signature Page

**TRADEMARK**  
**REEL: 005452 FRAME: 0030**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

PONY, INC.

By: \_\_\_\_\_

Name:

Title:

PONY INTERNATIONAL, LLC

By: \_\_\_\_\_

Name:

Title:

ASSIGNEE:

US PONY HOLDINGS, LLC

By: \_\_\_\_\_

Name:

Title:








*[Handwritten Signature]*  
Name: *Scott Cole*  
Title: *CEO, Iconix Brand Group, its manager*








Signature Page

EXHIBIT A

(i)

(ii) Trademarks:

MARK	COUNTRY	REG. NO.	REG. DATE
	U.S.	3,610,281	21-Apr-2009
	U.S.	2,899,929	02-Nov-2004
	U.S.	2,899,930	02-Nov-2004
	U.S.	1,224,322	18-Jan-1983
	U.S.	1,193,225	06-Apr-1982
	U.S.	1,286,086	17-Jul-1984
	U.S.	1,286,085	17-Jul-1984
PONY	U.S.	3,687,538	22-Sep-2009

MARK	COUNTRY	REG. NO.	REG. DATE
PONY	U.S.	4,017,103	23-Aug-2011
PONY	U.S.	2,741,220	29-Jul-2003
PONY	U.S.	2,666,380	24-Dec-2002
PONY	U.S.	3,938,095	29-Mar-2011
	U.S.	2,668,890	31-Dec-2002
	U.S.	2,746,335	05-Aug-2003
	U.S.	2,878,297	31-Aug-2004
	U.S.	2,666,379	24-Dec-2002
	U.S.	1,040,116	25-May-1976
PRODUCT OF NEW YORK	U.S.	4,092,564	24-Jan-2012
CITY WINGS	U.S.	2,680,800	28-Jan-2003
	U.S.	2,717,274	20-May-2003
	U.S.	3,136,140	29-Aug-2006

(iii)



EXHIBIT B

PATENTS

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