# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM331973

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Trade Capital Services, Inc., as attorney-in-fact for FYC Apparel Group, LLC under Special Power of Attorney		02/11/2015	CORPORATION: NEW YORK

#### RECEIVING PARTY DATA

Name:	ZG Apparel Group, LLC	
Street Address:	1375 Broadway, 12th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10018	
Entity Type: LIMITED LIABILITY COMPANY: NEW YORK		

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	86047771	MAIA

## **CORRESPONDENCE DATA**

Fax Number: 2128945765

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: 212-940-8800

Email: bret.danow@kattenlaw.com

Bret J. Danow Correspondent Name:

Address Line 1: 575 Madison Avenue

Address Line 2: c/o Katten Muchin Rosenman LLP Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	386346-00034	
NAME OF SUBMITTER:	Bret J. Danow	
SIGNATURE:	/BJD/	
<b>DATE SIGNED:</b> 02/12/2015		

**Total Attachments: 4** source=MAIA#page1.tif

> **TRADEMARK** REEL: 005458 FRAME: 0992

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TRADEMARK REEL: 005458 FRAME: 0993

## **ASSIGNMENT OF TRADEMARKS**

This Assignment of Trademarks (this "Assignment"), is made as of February 11, 2015, by WELLS FARGO TRADE CAPITAL SERVICES, INC., as attorney-in-fact for FYC Apparel Group, LLC ("Debtor") under Special Power of Attorney, dated December 13, 2012 (in such capacity, "Assignor"), to ZG APPAREL GROUP, LLC ("Assignee").

WHEREAS, Assignor, as secured party in possession of certain of Debtor's assets, desires to transfer and assign to Assignee all of Assignor's right, title and interest in and to the following (collectively, the "Trademark Rights"): (a) any and all of Debtor's trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names. registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Debtor's business symbolized by the foregoing or connected therewith, and (vi) all of Debtor's rights corresponding thereto throughout the world (collectively, the "Trademarks"); (b) any (i) licenses or other similar rights provided to Debtor in or with respect to any Trademark owned or controlled by any other person and (ii) any licenses or other similar rights provided to any other person in or with respect to any Trademark owned or controlled by Debtor ("Trademark Licenses"); (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (d) all products and proceeds (as that term is defined in the Uniform Commercial Code) of the foregoing, including any claim by Debtor against third parties for past, present or future (i) infringement or dilution of any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Trademark Rights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, as secured party in possession of the Debtor's Trademark Rights, hereby assigns and transfers to Assignee all of Assignor's right, title, and interest in the Trademark Rights. All rights and privileges associated with the Trademark Rights, including the right to sue for and recover all damages from any past or future infringements or other violations of the Trademark Rights, will be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Trademarks on the date first written above.

3576114.1

TRADEMARK REEL: 005458 FRAME: 0994 WELLS FARGO TRADE CAPITAL SERVICES, INC., as attorney-in-fact for FYC Apparel Group, LLC under Special Power of Attorney, dated December 13, 2012

Name: Nicholas Magico
Title: Authorized Signatory

STATE OF	) ) ]
	) ss.:
COUNTY OF	) /

On the 11 day of February 2015, before me personally came Nichelas Maconie, to me known, who being by me duly sworn, did depose and say, that he/she is the name the parameter Squarter of WELLS FARGO TRADE CAPITAL SERVICES, INC., the company described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by order of the board of directors of said company.

Notary Public

NATALINA COCO
Notary Public, State of New Ye LIC
No. 01CO6093279
Qualified in Kings County
Commission Expires June 2, 20 (5)

# EXHIBIT A TO ASSIGNMENT OF TRADEMARKS

	Serial Number	Registration Number	Trademark
1	86047771		MAIA

3576114.1 A-1

**RECORDED: 02/12/2015** 

TRADEMARK REEL: 005458 FRAME: 0997