

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM340024

<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>
Jones Apparel (US) LLC		04/21/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ABG-Jones, LLC		
<b>Street Address:</b>	100 West 33rd Street, Suite 1007		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 45</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2637345	CITY JONES NEW YORK	
Registration Number:	4122385	EMPOWERING YOUR CONFIDENCE	
Registration Number:	3541348	INVISIBLE ESSENTIALS	
Registration Number:	3772021	J JONES NEW YORK	
Registration Number:	1684843	JNY	
Registration Number:	2197813	JNY	
Registration Number:	2205492	JNY	
Registration Number:	3948083	JNY	
Serial Number:	85701589	JNY	
Serial Number:	86066778	JNYWORKS	
Registration Number:	4668407	JNYWORKS: A STYLE SYSTEM	
Registration Number:	3988509	JONES&CO	
Registration Number:	2044843	JONES JEANS	
Registration Number:	1744614	JONES NEW YORK	
Registration Number:	1453268	JONES NEW YORK	
Registration Number:	1908984	JONES NEW YORK	
Registration Number:	1362051	JONES NEW YORK	
Registration Number:	1399556	JONES NEW YORK	
Registration Number:	0941013	JONES NEW YORK	
<b>TRADEMARK</b>			

OP \$1140.00 2637345

Property Type	Number	Word Mark
Registration Number:	1839782	JONES NEW YORK
Registration Number:	1877680	JONES NEW YORK
Registration Number:	1665702	JONES NEW YORK
Registration Number:	1714571	JONES NEW YORK
Registration Number:	3593020	JONES NEW YORK
Registration Number:	3323702	JONES NEW YORK
Registration Number:	4171976	JONES NEW YORK
Registration Number:	3992334	JONES NEW YORK
Serial Number:	85526076	JONES NEW YORK
Serial Number:	85864109	JONES NEW YORK
Serial Number:	85476534	JONES NEW YORK CLASSIC
Registration Number:	2980952	JONES NEW YORK COLLECTION
Registration Number:	4461028	JONES NEW YORK ELEMENTS
Registration Number:	3323662	JONES NEW YORK JEANS
Registration Number:	3029172	JONES NEW YORK PLATINUM
Registration Number:	2865154	JONES NEW YORK SIGNATURE
Registration Number:	2788818	JONES NEW YORK SPORT
Registration Number:	4053748	JONES NEW YORK. EMPOWERING YOUR CONFIDEN
Registration Number:	2861401	JONES STUDIO
Registration Number:	4207532	JONES STUDIO
Serial Number:	85398036	JONES STUDIO
Serial Number:	85398047	JONES STUDIO
Registration Number:	1905736	JONES WEAR
Registration Number:	1592094	JONES WEAR
Serial Number:	85817723	JONES WEAR
Serial Number:	86116628	JONES WEAR

#### 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.*

Email: legaldept@authenticbrandsgroup.com

Correspondent Name: Bridgette Fitzpatrick

Address Line 1: 100 West 33rd Street, Suite 1007

Address Line 4: New York, NEW YORK 10001

ATTORNEY DOCKET NUMBER:	JNY
NAME OF SUBMITTER:	Bridgette Fitzpatrick
SIGNATURE:	/Bridgette Fitzpatrick/
DATE SIGNED:	05/01/2015

**Total Attachments: 8**

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## **TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this "Assignment"), is entered into as of April 21, 2015 by and between Jones Apparel (US) LLC, a Delaware limited liability company ("Assignor") and ABG-Jones, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the date hereof (as amended, restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof, the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, effective as of the Closing, for the sale, transfer, assignment, conveyance and delivery by Assignor to Assignee of all of Assignor's right, title and interest in and to all Transferred IP (as such term is defined in the Purchase Agreement), on the terms set forth in the Purchase Agreement;

WHEREAS, this Assignment is being executed and delivered by the parties hereto contemporaneously with the Closing under the Purchase Agreement;

WHEREAS, the Transferred IP includes the trademarks and service mark registrations and applications for registration identified on the attached Schedule A (the "Assigned Trademarks"); and

WHEREAS, in accordance with the Purchase Agreement, Assignor desires to assign and Assignee desires to acquire the Assigned Trademarks identified on Schedule A, including all goodwill associated therewith and symbolized thereby.

NOW THEREFORE, in consideration of the premises and the mutual warranties, representations, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment. Assignor does hereby sell, assign, convey, transfer and deliver to Assignee, its successors and assigns, free and clear of all Encumbrances (other than pursuant to the Assigned Contracts), (a) all of Assignor's worldwide right, title and interest in and to the Assigned Trademarks, including, without limitation, any registrations, applications, renewals and extensions therefor, together with the ongoing and existing business of Assignor to which the Assigned Trademarks pertain and the goodwill associated with the Assigned Trademarks and symbolized thereby, effective as of the Closing and on the terms set forth in the Purchase Agreement; and (b) all other rights accruing thereunder or pertaining thereto in any jurisdiction throughout the world for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as full and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including: (i) claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, misappropriation, dilution, conflict with or other violation of any of the foregoing, and all income, royalties or payments due or payable as

of the Closing or thereafter in respect of any of the foregoing and (ii) rights to apply in any or all countries of the world for trademark protection for the Assigned Trademarks, in each case, effective as of the Closing and on the terms set forth in the Purchase Agreement.

3. Recordation. Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks and any other applicable governmental authority or registrar to record and register Assignee as the owner of the Assigned Trademarks, and to issue any and all Assigned Trademarks to Assignee, as assignee of all of Assignor's right, title and interest in and to the Assigned Trademarks. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect ownership of the Assigned Trademarks.

4. Other Provisions. Sections 8.1 (Amendment and Modification), 8.6 (Parties In Interest), 8.7 (Notices), 8.8 (Counterparts), 8.11 (Assignment), 8.12 (Construction), 8.14 (Governing Law), 8.15 (Jurisdiction and Venue), and 8.16 (Interpretation) of the Purchase Agreement are hereby incorporated by reference into this Agreement and the provisions of such Sections shall be applied, *mutatis mutandis*, to this Agreement.

5. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Purchase Agreement, all of which shall survive the delivery of this Assignment to the extent provided in the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms and conditions of the Purchase Agreement, the Purchase Agreement will govern.

6. Further Assurances. Without further consideration, at Assignee's reasonable request, Assignor agrees, for itself and its successors and assigns, to promptly execute and deliver, or promptly cause to be executed and delivered, all such further Documents or perform such acts as Assignee may reasonably request (including executing, acknowledging and delivering to Assignee such further assurances, deeds, assignments, powers of attorney, bills of sale, consents and other instruments and documents as Assignee may reasonably request) in order to more fully consummate the transactions contemplated herein and in order to more effectively vest, transfer, and confirm the right, title and interest of Assignee in the Assigned Trademarks in each case, on the terms and subject to the conditions set forth in the Purchase Agreement.

*[Remainder of page intentionally left blank; signature page to follow.]*

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Assignment as of the date first above written.

ASSIGNOR:

JONES APPAREL (US) LLC

By: 

Name: Ralph Schipani

Title: Vice President

*[Signature Page to Trademark Assignment]*

ASSIGNEE:

ABG-JONES, LLC

By: 

Name: James Saker

Title: Chief Executive Officer

*[Signature Page to Trademark Assignment]*

TRADEMARK

REEL: 005508 FRAME: 0080

## SCHEDULE A

### Assigned Trademarks

#### U.S. Trademarks

MARK	FILED	APPL#	REGDT	REG#	STATUS
CITY JONES NEW YORK	11/29/2000	78/036,960	10/15/2002	2,637,345	REGISTERED
EMPOWERING YOUR CONFIDENCE	6/7/2010	85/056,376	4/3/2012	4,122,385	REGISTERED
INVISIBLE ESSENTIALS	9/27/2007	77/290,641	12/2/2008	3,541,348	REGISTERED
J JONES NEW YORK logo  j  JONES NEW YORK	4/26/2007	77/166,523	4/6/2010	3,772,021	REGISTERED
JNY	2/26/1990	74/033,134	4/28/1992	1,684,843	REGISTERED
JNY	8/1/1997	75,334,177	10/20/1998	2,197,813	REGISTERED
JNY	9/17/1997	75,358,689	11/24/1998	2,205,492	REGISTERED
JNY	7/2/2007	77/220,102	4/19/2011	3,948,083	REGISTERED
JNY	8/13/2012	85/701,589			ALLOWED
JNYWORKS	9/17/2013	86/066,778			ALLOWED
JNYWORKS: A STYLE SYSTEM	9/17/2013	86/066,766	1/6/2015	4,668,407	REGISTERED
JONES & CO.	6/16/2010	85/064,324	7/5/2011	3,988,509	REGISTERED
JONES JEANS	6/7/1995	74/685,505	3/11/1997	2,044,843	REGISTERED
JONES NEW	3/12/1992	74/254,881	1/5/1993	1,744,614	REGISTERED



MARK	FILED	APPL#	REGDT	REG#	STATUS
YORK					
JONES NEW YORK	6/19/1986	73/604,940	8/18/1987	1,453,268	REGISTERED
JONES NEW YORK	2/23/1994	74/493,787	8/1/1995	1,908,984	REGISTERED
JONES NEW YORK	12/31/1984	73/515,942	9/24/1985	1,362,051	REGISTERED
JONES NEW YORK	7/22/1985	73/549,488	7/1/1986	1,399,556	REGISTERED
JONES NEW YORK	1/19/1970	72,348,952	8/15/1972	941,013	REGISTERED
JONES NEW YORK	12/18/1991	74,231,949	6/14/1994	1,839,782	REGISTERED
JONES NEW YORK	12/29/1993	74/475,151	2/7/1995	1,877,680	REGISTERED
JONES NEW YORK	8/27/1990	74/091,254	11/26/1991	1,665,702	REGISTERED
JONES NEW YORK	3/15/1991	74/148,202	9/8/1992	1,714,571	REGISTERED
JONES NEW YORK	4/28/2005	78/618,624	3/17/2009	3,593,020	REGISTERED
JONES NEW YORK	3/19/2007	77/134,607	10/30/2007	3,323,702	REGISTERED
JONES NEW YORK	10/13/2008	77/591,094	7/10/2012	4,171,976	REGISTERED
JONES NEW YORK	6/16/2010	85/064,220	7/12/2011	3,992,334	REGISTERED
JONES NEW YORK	1/26/2012	85/526,076			ALLOWED

MARK	FILED	APPL#	REGDT	REG#	STATUS
JONES NEW YORK	3/1/2013	85/864,109			ALLOWED
JONES NEW YORK CLASSIC	11/18/2011	85/476,534			ALLOWED
JONES NEW YORK COLLECTION	2/12/2004	78/366,986	8/2/2005	2,980,952	REGISTERED
JONES NEW YORK ELEMENTS	9/22/2012	85/760,113	1/7/2014	4,461,028	REGISTERED
JONES NEW YORK JEANS	3/7/2007	77/124,562	10/30/2007	3,323,662	REGISTERED
JONES NEW YORK PLATINUM	1/19/2005	78/549,728	12/13/2005	3,029,172	REGISTERED
JONES NEW YORK SIGNATURE	7/9/2003	78/272,140	7/20/2004	2,865,154	REGISTERED
JONES NEW YORK SPORT	9/26/2002	78/168,300	12/2/2003	2,788,818	REGISTERED
JONES NEW YORK. EMPOWERING YOUR CONFIDENCE	6/7/2010	85/056,405	11/8/2011	4,053,748	REGISTERED
JONES STUDIO	9/26/2002	78/168,308	7/6/2004	2,861,401	REGISTERED
JONES STUDIO	8/15/2011	85/397,947	9/11/2012	4,207,532	REGISTERED
JONES STUDIO	8/15/2011	85/398,036			ALLOWED

MARK	FILED	APPL#	REGDT	REG#	STATUS
JONES STUDIO	8/15/2011	85/398,047			ALLOWED
JONES WEAR	7/26/1994	74/554,004	7/18/1995	1,905,736	REGISTERED
JONES WEAR	2/2/1989	73/778,414	4/17/1990	1,592,094	REGISTERED
JONES WEAR	1/8/2013	85/817,723			ALLOWED
JONES WEAR	11/12/2013	86/116,628			ALLOWED

Foreign Trademarks

See attached.