

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343235

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|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Kellwood Company, LLC | | 04/17/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | SH Brand Holdings, LLC | | |
| Street Address: | 1412 Broadway, 3rd Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10018 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: NEW YORK | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1224369 | SAG HARBOR | |
| Registration Number: | 3974464 | SAG HARBOR | |
| Registration Number: | 3974467 | SAG HARBOR | |
| Registration Number: | 3974502 | SAG HARBOR | |
| Registration Number: | 1943661 | SAG HARBOR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3102015219 | | |
| <i>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.</i> | | | |
| Phone: | (310) 201-5240 | | |
| Email: | jlarkin@seyfarth.com | | |
| Correspondent Name: | Joan Kupersmith Larkin | | |
| Address Line 1: | 2029 Century Park East, 35th Floor | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90067 | | |
| ATTORNEY DOCKET NUMBER: | 064883-000279 | | |
| NAME OF SUBMITTER: | Joan Kupersmith Larkin | | |
| SIGNATURE: | /Joan Kupersmith Larkin/ | | |
| DATE SIGNED: | 06/02/2015 | | |

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Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of 4/17/15 ("Effective Date") by and between Kellwood Company, LLC a Delaware Limited Liability Company (Assignor), and SH Brand Holdings, LLC a ~~Delaware~~ ^{New York} Limited Liability Company ("Assignee").

New York
Shelton
MT

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement, General Assignment and Bill of Sale dated April 17, 2015 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademark registrations and trademark applications set forth on Schedule A attached hereto (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration received by the Assignor from the Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Marks, for the United States and all other countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any other country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any other country, to record Assignee as the assignee and owner of the Marks.

Assignor shall take all further actions, and provide to Assignee, and to Assignee's successors, assigns, or other legal representatives, all such cooperation and assistance reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Kellwood Company, LLC

SH Brand Holdings, LLC

By: KS Grogan

By: Morris Tbeule

Name: Keith Grogan

Name: Morris Tbeule

Title: SUP

Title: Managing Member

SCHEDULE A

U.S. TRADEMARKS

| Trademark | Owner | Status in Trademark Office | Federal Registration Number | Registration Date | TU Application and/or Statement of Use filed |
|-------------------------|-----------------------|----------------------------|-----------------------------|-------------------|--|
| SAG HARBOR | Kellwood Company, LLC | Renewed | 1,224,369 | 1/18/1983 | N/A |
| SAG HARBOR | Kellwood Company, LLC | Registered | 3,974,464 | 6/7/2011 | N/A |
| SAG HARBOR | Kellwood Company, LLC | Registered | 3,974,467 | 6/7/2011 | N/A |
| SAG HARBOR | Kellwood Company, LLC | Registered | 3,974,502 | 6/7/2011 | N/A |
| SAG HARBOR (and Design) | Kellwood Company, LLC | Registered | 1,943,661 | 12/26/1995 | N/A |