

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366074

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JH APPAREL (US) LLC		12/04/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GRUPPO ATELIER TRADEMARK HOLDING, LLC		
Street Address:	719 S Los Angeles St		
Internal Address:	#1200		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90014		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4055612	ROBBI & NIKKI	
Registration Number:	3979197	ROBBI & NIKKI	
Registration Number:	3403712	ROBERT RODRIGUEZ	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	vmann@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Virginia F. Mann		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	21232-002		
NAME OF SUBMITTER:	Virginia F. Mann		
SIGNATURE:	/Virginia F. Mann/		
DATE SIGNED:	12/16/2015		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment") is dated as of December 4, 2015 ("Effective Date"), between **JH APPAREL (US) LLC**, a Delaware limited liability company ("Assignor"), and **GRUPPO ATELIER TRADEMARK HOLDING, LLC**, a Delaware limited liability company ("Assignee") (collectively the "Parties").

RECITALS:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement");

WHEREAS, pursuant to Section 1(a) and Section 6.1(b) of the Purchase Agreement, Assignor agreed to, inter alia, assign to Assignee all of Assignor's rights, title and interests in and to the Trademarks, including the trademark registrations and trademark applications listed on Schedule 1 hereto (the "Assigned Trademarks"); and

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for purposes of transferring the Trademarks pursuant to the Purchase Agreement and recording the assignment of the Assigned Trademarks with the United States Patent and Trademark Office.

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

1. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee all its rights, title and interests (whether statutory, common law or otherwise) in and to the Trademarks, including the Assigned Trademarks, and all goodwill associated with the Trademarks including any of Assigned Trademarks. The foregoing assignment includes the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Trademarks, including the Assigned Trademarks, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (c) all other rights of any kind whatsoever of Assignor in or to the Trademarks.

2. This Assignment is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement, including without limitation the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks. Nothing contained in this Assignment shall release either the Assignor or the Assignee from any of their respective obligations under the Purchase Agreement or in any way diminish, limit, enlarge or modify any of the representations, warranties, indemnities, covenants, agreements or in general, any rights and remedies, and any of the obligations of such parties set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. Any capitalized term used in this

Assignment but not otherwise defined herein shall have the meaning ascribed to such term in the Purchase Agreement.

3. At Assignee's reasonable request and expense, each Party agrees to execute and deliver such other documents and to take such other actions as the other may reasonably request in order to effectuate the purposes of this Assignment and to consummate the actions contemplated hereby, including the execution of any assignment agreement as may be necessary to record and effectuate the assignment contemplated herein with the United States Patent and Trademark Office.

4. This Assignment shall be binding upon and inure solely to the benefit of the Parties hereto and their respective successors and permitted assigns.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws principles thereof.


6. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers.

ASSIGNOR:

JH APPAREL (US) LLC

By:  _____

Name: Joseph T. Donnalley

Title: Executive Vice President and Treasurer

ASSIGNEE:

GRUPPO ATELIER TRADEMARK HOLDING, LLC

By: _____

Name: Nicola Guarna

Title: Member

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers.

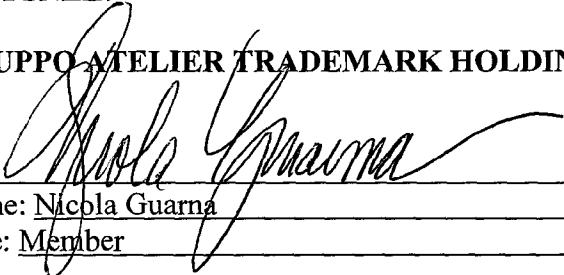
ASSIGNOR:

JH APPAREL (US) LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

GRUPPO ATELIER TRADEMARK HOLDING, LLC

By:  _____
Name: Nicola Guarna
Title: Member

SCHEDULE 1

U.S. Trademark Registrations and Applications:

Mark	Appl'n Date	Appl'n #	Reg'n Date	Reg'n #	Inter. Class	Owner
Robbi & Nikki	3/11/2011	85/264,821	11/15/2011	4,055,612	25	JH Apparel (US) LLC
Robbi & Nikki	1/20/2009	77/981,896	6/14/2011	3,979,197	25	JH Apparel (US) LLC
Robert Rodriguez	2/23/2005	78/979,608	3/25/2008	3,403,712	25	JH Apparel (US) LLC