

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366910

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Confirmatory Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Joe's Jeans Subsidiary Inc.		09/11/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Joe's Holding LLC		
Street Address:	5 Bryant Park		
Internal Address:	30th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	86410732	DON'T HOLD BACK	
Serial Number:	86410714	DON'T HOLD BACK	
Serial Number:	85259445	ELSE	
Serial Number:	77980310	JD	
Serial Number:	77524004	JD	
Serial Number:	76225411	JD	
Serial Number:	78308471	JOE'S	
Serial Number:	77523997	JOE'S	
Serial Number:	78308448	JOE'S JD	
Serial Number:	77421197	JOE'S JD	
Serial Number:	77524002	JOE'S JD	
Serial Number:	85259450	JOE'S WILD	
Serial Number:	78683266	THE LOVER	
Serial Number:	77796819	THE SHIRT BY JOE'S	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
<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>			

CH \$365.00 86410732

Phone: 2128198200
Email: IPRECORDATIONS@WHITECASE.COM
Correspondent Name: Matthew Campion/White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 2: Patent and Trademark Dept.
Address Line 4: New York, NEW YORK 10036-2787

ATTORNEY DOCKET NUMBER: 1141381-0022

NAME OF SUBMITTER: Matthew Campion

SIGNATURE: /Matthew Campion/

DATE SIGNED: 12/22/2015

Total Attachments: 18

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TRADEMARK CONFIRMATORY ASSIGNMENT AGREEMENT

THIS TRADEMARK CONFIRMATORY ASSIGNMENT AGREEMENT (this "Agreement"), dated as of September 11, 2015, is made and entered into by and between Joe's Jeans Subsidiary Inc., a corporation organized under the Laws of the State of Delaware ("Transferor"), and Joe's Holdings LLC, a limited liability company organized under the Laws of the State of Delaware ("Transferee").

RECITALS

WHEREAS, Joe's Jeans Inc., the parent of Transferor, Transferee and Sequential Brands Group, Inc. entered into an Asset Purchase Agreement, dated September 8, 2015 (the "Purchase Agreement"); and

WHEREAS, Transferor owns the trademark registrations and applications therefor and material unregistered trademarks set forth on Schedule A hereto (the "Transferred Trademarks"), and Transferor desires to assign the Transferred Trademarks to Transferee pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor and Transferee hereby agrees as follows:

1. Defined Terms. Capitalized terms used herein but not otherwise defined herein shall have the meaning set forth in the Purchase Agreement.

2. Assignment and Assumption. To the extent that Transferor has not already done so by another document, Transferor hereby absolutely and unconditionally sells, assigns, transfers, conveys and delivers (and/or if already done so by another document, by this document confirms that is has sold, assigned, transferred, conveyed and delivered) to Transferee and its successors and assigns to have and to hold forever, all of such Transferor's right, title, benefit, privileges and interests in and to the Transferred Trademarks, including all applications, registrations and issuances therefor, any common law rights to such Transferred Trademarks, all goodwill associated therewith, and the right to sue and to collect damages and payments for claims of past, present and future infringement or misappropriation thereof.

3. Successorship. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by Transferors and Transferee and their respective successors and permitted assigns. The covenants of Transferors and Transferee contained herein shall survive the execution and delivery of this Agreement.

4. EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THE PURCHASE AGREEMENT, THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, AND ANY REPRESENTATIONS OR WARRANTIES RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF ARE HEREBY DISCLAIMED.

5. General Provisions. Nothing contained in this Agreement supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of any of the Transferors or Transferee under the Purchase Agreement (all of which survive the execution and delivery of this Agreement as provided and subject to the limitations set forth in the Purchase Agreement). In the event of any conflict between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control. This Agreement shall not be interpreted to broaden the scope of Transferee's rights with respect to the Transferred Trademarks beyond those rights provided in the Purchase Agreement. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to its rules of conflict of laws.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed by its duly authorized officer as of the date first above written.

JOE'S JEANS SUBSIDIARY INC.

By: Hamish Sandhu

Name: Hamish Sandhu

Title: CFO

JOE'S HOLDINGS LLC

By: _____

Name:

Title:

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005695 FRAME: 0768

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed by its duly authorized officer as of the date first above written.

JOE'S JEANS SUBSIDIARY INC.

By: _____

Name:

Title:

JOE'S HOLDINGS LLC

By: _____ 

Name: Gary Klein

Title: Chief Financial Officer

[Signature Page to Trademark Assignment]

SCHEDULE A

Transferred Trademarks

See Attached.

Redacted

Country: United States of America

Trademark

Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
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DON'T HOLD BACK

15395/ Joe's Jeans Subsidiary, Inc.	86/410732 30-Sep-2014	21-Apr-2015		Allowed
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Class(es): 35 Int.

Attorney(s): TAL JWA

Agent Name:

Agent Ref:

Client: Joe's Jeans

Client Ref: 13743.00008

Goods: 35 Int.: Retail stores, online ordering services, online retail stores, electronic retail store services via computer, and retail store services, available through computer communications and interactive television, all featuring bags and accessories therefor, clothing and accessories therefor, headwear and footwear.

DON'T HOLD BACK

15394/ Joe's Jeans Subsidiary, Inc.	86/410714 30-Sep-2014	21-Apr-2015		Allowed
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Class(es): 25 Int.

Attorney(s): TAL JWA

Agent Name:

Agent Ref:

Client: Joe's Jeans

Client Ref: 13743.00008

Goods: 25 Int.: Clothing, namely, shirts, long-sleeved shirts, T-shirts, under shirts, night shirts, rugby shirts, polo shirts, cardigans, jerseys, dress shirts, bottoms, pants, jeans, culottes, cargo pants, stretch pants, denim jeans, overalls, coveralls, jumpers, jump suits, shorts, boxer shorts, tops, tank tops, tankinis, sweat shirts, hooded sweat shirts, sweat jackets, sweat shorts, sweat pants, wraps, warm-up suits, jogging suits, track suits, track pants, play suits, blouses, skirts, dresses, gowns, sweaters, vests, fleece vests, pullovers, snow suits, parkas, capes, anoraks, ponchos, cloaks, shrugs, shawls, pashmina wraps and shawls, jackets, reversible jackets, wind-resistant jackets, shell jackets, sports jackets, golf and ski jackets, jean jackets, coats, blazers, suits, tuxedos, cummerbunds, cuffs, collars, removable collars, collar protectors in the nature of mufflers and neck scarves, turtlenecks, cloth ski bibs, swimwear, beachwear, tennis wear, surf wear, ski wear, layettes, infantwear, infants sleepers, booties, baby bibs not of paper, caps, berets, beanies, hats, visors, headbands, wrist bands, sweat bands, headwear, ear muffs, aprons, scarves, bandanas, belts, suspenders, neckwear, ties, neckerchiefs, pocket squares, ascots, underwear, underclothes, pajamas, sleepwear, night gowns, nighties, lingerie, bras, thongs being underwear and beachwear, foundation garments, body shapers, singlets, socks, loungewear, robes, sarongs, leg warmers, hosiery, pantyhose, body stockings, knee highs, leggings, tights, leotards, body suits, unitards, gloves, mittens, rain slickers, rainwear, footwear, shoes, mules, sneakers, boots, galoshes, sandals, flip-flops, and slippers.

Country: United States of America

Trademark

Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
ELSE	11191/ Joe's Jeans Subsidiary, Inc.	07-Mar-2011	26-Jul-2011	17-Feb-2015
	85/259445		4688931	Registered 17-Feb-2025
	Class(es): 25 Int.		Attorney(s): JWA	
	Agent Name: Joe's Jeans		Agent Ref: 13743.00008	
	Goods: 25 Int.: Clothing, namely, bottoms, pants, jeans, stretch pants, denim jeans, shorts, skirts, jackets, jean jackets, leggings.			
	JD (Stylized) 10728/ Joe's Jeans Subsidiary, Inc.	77/980310	12-Jun-2009	03-Nov-2009
				19-Oct-2010
	Class(es): 14 Int.		Attorney(s): JWA	
	Agent Name: Joe's Jeans		Agent Ref: 13743.00008	
	Goods: 14 Int.: Jewelry.			
	Available Images:			
	JD (stylized)			
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TRADEMARK

Wednesday, August 05, 2015

Country: United States of America

Trademark List by Country

Page: 147

Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
JD (Stylized)	9634/ Joe's Jeans Subsidiary, Inc.	77/524004 16-Jul-2008		3861399 12-Oct-2010	Registered 12-Oct-2020

Class(es): 25 Int.

Agent Name:

Client: Joe's Jeans

Goods: 25 Int.: Boots; footwear; sandals; shoes.

Attorney(s): JWA

Agent Ref:

Client Ref: 13743.00008

Available Images:

JD (stylized)
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TRADEMARK

REEL: 005695 FRAME: 0774

Trademark List by Country

Trademark	Docket Number/SubCase	Application Number/Date	Publication Number/Date	Registration Number/Date	Status
JD (Stylized)	9626/ Joe's Jeans Subsidiary, Inc.	76/225411 16-Mar-2001		2653566 26-Nov-2002	Registered Next Renewal 26-Nov-2022

Class(es): 18 Int., 25 Int.

Attorney(s): JWA

Agent Name:

Agent Ref:

Client: Joe's Jeans

Client Ref: 13743.00008

Goods: 18 Int.: bags, namely, all purpose sport bags, all-purpose athletic bags, animal game bags, athletic bags, barrel bags, beach bags, book bags, Boston bags, carry-on bags, clutch bags, cosmetic bags sold empty, diaper bags, duffel bags, feed bags for animals, garment bags for travel, gym bags, hunter's game bags, leather bags for merchandise packaging, leather shopping bags, mesh shopping bags, overnight bags, roll bags, school bags, school book bags, shaving bags sold empty, shoe bags for travel, shopping bags with wheels attached, shoulder bags, souvenir bags, sportsmen's hunting bags, suit bags, textile shopping bags, tool bags sold empty, tote bags, travel bags, traveling bags, and wrist mounted carryall bags

25 Int.: footwear, headwear and clothing, namely, after ski boots, albs, anklets that are socks, anoraks, aprons, ascots, athletic footwear, athletic shoes, athletic uniforms, babushkas, baby bunting, ski boot bags, balloon pants, bandanas, bandeaux, headbands, neckbands, sweatbands, wristbands, baseball caps, bathing caps, bathing suits, bathing trunks, bathrobes, beach coverups, beachwear, bed jackets, garter belts, money belts, belts, berets, bermuda shorts, cloth bibs, ski bibs, bikinis, blazers, bloomers, blouses, blousons, boas, body shapers, body suits, boleros, bonnets, ski boot bas, booties, ski boots, boots, bottoms, bow ties, boxer shorts, toe boxes, bras, brassieres, breeches, briefs, Bustlers, catfans, camisoles, capes, shower caps, caps, cardigans, cassocks, chaps, chasubles, chemises, chemisettes, cleats for attachment to sports shoes, clogs, cloth bibs, cloth diapers, fur coats, lab coats, leather coats, overcoats, raincoats, sport coats, suit coats, top coats, coats, collars, combination costumes, competitor's numbers of textile, corselets, corsets, Halloween costumes, masquerade costumes, costumes and masks sold in connection therewith, coveralls, coverups, cravats, creepers, cuffs, culottes, cummerbunds, dickies, dress shields, dresses, dressing gowns, dry suits, dungarees, dusters, ear muffs, espadrilles, evening gowns, fishing vests, fishing waders, flight suits, foul weather gear, foundation garments, frocks, fur jackets, fur stoles, gaberdines, gaiters, galoshes, gauchos, girdles, gloves, ski gloves, golf shirts, golf shoes, gowns, dressing gowns, evening gowns, night gowns, wedding gowns, greatcoats, gym shorts, gym suits, halter tops, hats, heel inserts, heels, hoods, hosiery, housecoats, infant diaper covers, infantwear, inner soles, insoles, leather jackets, wind resistant jackets, jackets, jeans, jerkins, jerseys, jodhpurs, jogging suits, jumpers, jumpsuits, kerchiefs, kilts, kimonos, knee highs, knickers, knit shirts, layettes, leg warmers, leggings, leotards, light-reflecting coats, light-reflecting jackets, lingerie, loungewear, mallots, mantillas, mantles, miniskirts, mittens, moccasins, mufflers, muffs, mukluks, muu muus, neckerchiefs, neckties, neckwear, negligees, night shirts, overalls, overshoes, shoulder pads for clothing, pajamas, pantaloons, panties, ski pants, snow pants, sweat pants, tap pants, pants,

Trademark List by Country

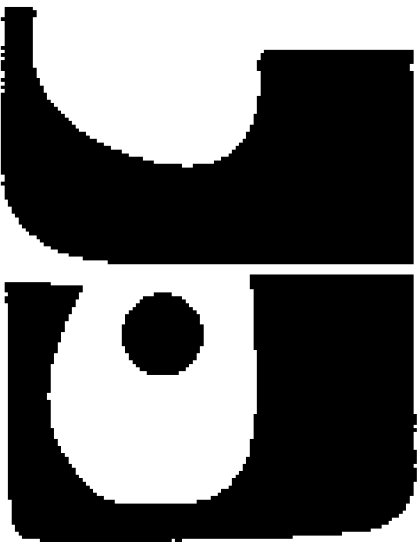
Trademark

Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
pantsuits, pantyhose, paraments, pareu, parkas, pedal pushers, peignoirs, peleries, pelisses, petticoats, pinafores, play suits, plus fours, pocket squares, polo shirts, ponchos, pullovers, quilted vests, rain suits, rainwear, robes, rompers, rubbers, sandals, saris, sarongs, sashes, scarves, shawls, shifts, sport shirts, sweat shirts, undershirts, shirts, shoes, short sets, shortalls, sweat shorts, shorts, singlets, ski masks, ski suits, ski wear, skirts, skorts, slacks, sleep masks, sleepwear, slippers, slips, smocks, sneakers, snow suits, snowboard boots, snowboard gloves, socks, thermal socks, stockings, stoles, sweat suits, vested suits, warm-up suits, wet suits, suits, sun visors, sunsuits, suspenders, swaddling clothes, sweat bands, turtleneck sweaters, v-neck sweaters, sweaters, sweatsocks, swimtrunks, swim wear, swimsuits, T-shirts, tailleurs, tangas, tank tops, teddies, tennis wear, thermal underwear, thongs, ties, tights, togas, tops, toques, tracksuits, trousers, tunics, turbans, turtlebacks, tuxedos, underclothes, undergarments, underpants, underwear, uniforms, unitards, veils, vests, visors, waistcoats, water socks, windshirts, wraps, zoot suits, and zori				

Available Images:

JD (stylized)

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Trademark List by Country

Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
JOE'S (Stylized I)	9627/ Joe's Jeans Subsidiary, Inc.	78/308471 02-Oct-2003		3225514 03-Apr-2007	Registered 03-Apr-2017

Class(es): 18 Int., 25 Int.

Agent Name:

Client: Joe's Jeans

Goods: 18 Int.: traveling and carrying bags, and handbags

25 Int.: men's women's and children's clothing, namely, jeans, tops, pants

Available Images:

JOE'S (stylized I)

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JOE'S

Trademark List by Country

Country: United States of America

Trademark

Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
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JOE'S (Stylized I)	9636/ Joe's Jeans Subsidiary, Inc.	77/523997 16-Jul-2008	3861398 12-Oct-2010	Registered 12-Oct-2020
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Class(es): 25 Int.

Attorney(s): JWA

Agent Name:

Agent Ref:

Client: Joe's Jeans

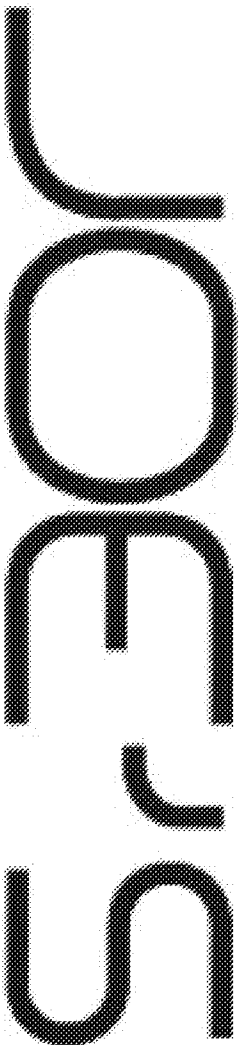
Client Ref: 13743.00008

Goods: 25 Int.: Boots; footwear; sandals; shoes.

Available Images:

JOE'S (stylized I)

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Trademark List by Country

Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
JOE'S JD (Stylized)	9629/ Joe's Jeans Subsidiary, Inc.	78/308448 02-Oct-2003		3156022 17-Oct-2006	Registered 17-Oct-2016

Class(es): 18 Int., 25 Int.

Attorney(s): JWA

Agent Name:

Agent Ref:

Client: Joe's Jeans

Client Ref: 13743.00008

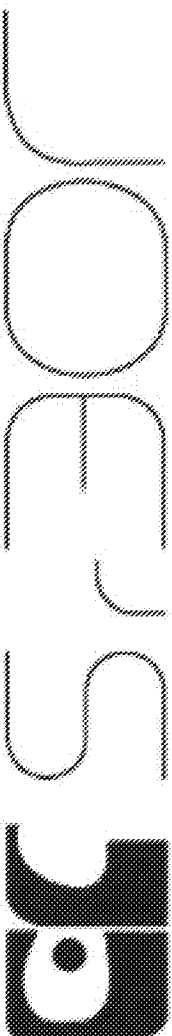
Goods: 18 Int.: leather briefcases, traveling and carrying bags, purses and handbags

25 Int.: men's, women's and children's clothing, namely, jeans, dresses, blouses, tops, pants, jumpsuits, shorts, robes, skirts, belts, hats, sweaters, scarves, jackets, vests, coats, t-shirts, lingerie and shoes

Available Images:

JOE'S JD (stylized)

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Trademark List by Country

Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
JOE'S JD (Stylized)	9630/ Joe's Jeans Subsidiary, Inc.	77/421197 13-Mar-2008		3551675 23-Dec-2008	Registered 23-Dec-2018

Class(es): 35 Int.

Attorney(s): JWA

Agent Name:

Agent Ref:

Client: Joe's Jeans

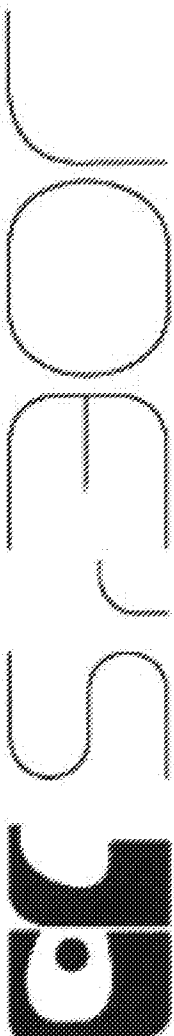
Client Ref: 13743.00008

Goods: 35 Int.: On-line retail store services featuring clothing and apparel; Retail apparel stores; Retail outlets featuring clothing and apparel; Retail clothing and apparel stores

Available Images:

JOE'S JD (stylized)

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Country: United States of America

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Trademark

JOE'S JD (Stylized)

Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
9635/ Joe's Jeans Subsidiary, Inc.	77/524002 16-Jul-2008		3857397 05-Oct-2010	Registered 05-Oct-2020

Class(es): 25 Int.

Agent Name:

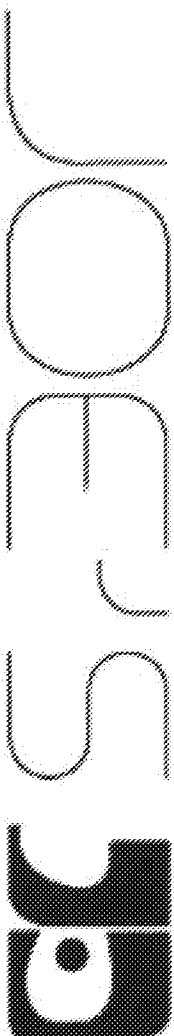
Client: Joe's Jeans

Goods: 25 Int.: Boots; Footwear; Sandals; Shoes.

Available Images:

JOE'S JD (stylized)

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JOE'S WILD

11192/

Joe's Jeans Subsidiary, Inc.

851259450
07-Mar-2011

23-Aug-2011

4659846
23-Dec-2014

Registered
23-Dec-2024

Class(es): 25 Int.

Agent Name:

Client: Joe's Jeans

Goods: 25 Int.: Clothing, namely, jeans, denim jeans, shorts and jean jackets (pursuant to filing of Statement of Use, September 24, 2014).

TRADEMARK

REEL: 005695 FRAME: 0781

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Country: United States of America

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Docket Number/SubCase
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Number/Date

Status
Next Renewal

THE LOVER

9633/

78/683266

3114334

Registered

Joe's Jeans Subsidiary, Inc.

02-Aug-2005

11-Jul-2006

11-Jul-2016

Class(es): 25 Int.

Attorney(s): JWA

Agent Name:

Agent Ref:

Client: Joe's Jeans

Client Ref: 13743.00008

Goods: 25 Int.: men's, women's and children's clothing, namely, jeans

THE SHIRT BY JOE'S

9921/

777996819

25-May-2010

3830608

Registered

Joe's Jeans Subsidiary, Inc.

04-Aug-2009

10-Aug-2010

10-Aug-2020

Class(es): 25 Int.

Attorney(s): TAL

Agent Name:

Agent Ref:

Client: Joe's Jeans

Client Ref: 13743.00008

Goods: 25 Int.: Shirts and t-shirts.

TRADEMARK

REEL: 005695 FRAME: 0782

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