

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM389822

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	09/28/2014		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Eileen Fisher Community Foundation, Inc.		06/24/2016	Non-Profit Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Eileen Fisher, Inc.		
<b>Street Address:</b>	2 Bridge Street		
<b>City:</b>	Irvington		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10533		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4182023	GREEN EILEEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3142592020		
<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>			
<b>Phone:</b>	314-259-2864		
<b>Email:</b>	BCIPDocketing@bryancave.com		
<b>Correspondent Name:</b>	Matthew G. Minder, Esq.		
<b>Address Line 1:</b>	211 North Broadway, Suite 3600		
<b>Address Line 2:</b>	Bryan Cave LLP		
<b>Address Line 4:</b>	Saint Louis, MISSOURI 63102		
<b>NAME OF SUBMITTER:</b>	Matthew G. Minder, Esq.		
<b>SIGNATURE:</b>	/Matthew G. Minder/		
<b>DATE SIGNED:</b>	06/30/2016		
<b>Total Attachments: 2</b>			
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## CONFIRMATORY ASSIGNMENT AGREEMENT

**THIS CONFIRMATORY ASSIGNMENT AGREEMENT** is hereby entered into by and between The Eileen Fisher Community Foundation, Inc., a New York non-profit corporation ("Assignor") and Eileen Fisher, Inc., a New York corporation ("Assignee").

### RECITALS

**WHEREAS**, prior to and as of the Assignment Date (defined below), Assignor was operating an ongoing and existing recycled clothing initiative known as "Green Eileen" (the "**Initiative**"). In connection with the Initiative, Assignor owned, adopted and used the mark GREEN EILEEN®, among others, in the United States of America and elsewhere, and owned other transferable rights associated with the marks, including without limitation U.S. Trademark Reg. No. 4182023 and the goodwill of the Initiative (collectively, the "**Marks**");

**WHEREAS**, on September 28, 2014 ("Assignment Date"), in accordance with that certain letter agreement, Assignor assigned the Initiative and all of its right, title and interest, in, to and under all assets associated with the Initiative, including without limitation the Marks and U.S. Trademark Reg. No. 4182023, to Assignee;

**WHEREAS**, Assignor and Assignee desire to confirm the assignment of the Marks, as of the Assignment Date, in a form suitable for recordation with the United States Patent & Trademark Office;

**NOW THEREFORE**, in consideration of the recitals, terms and conditions herein, the recitals, terms and conditions set forth in the letter agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Assignment**. Assignor does hereby confirm that, as of the Assignment Date, it sold, assigned, and transferred to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America and all other countries, in, to and under the Marks, including any and all goodwill associated therewith, all registrations and applications for registration therefor, all common law rights therein, any and all trademark and/or service mark rights related thereto, and all past, present and future income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all past, present and future causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of the Marks.

2. **Miscellaneous**. Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Marks, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks.

WHEREFORE, the Assignor has caused this Confirmatory Assignment Agreement to be duly executed below, on the date indicated, by a duly authorized officer.

**THE EILEEN FISHER COMMUNITY  
FOUNDATION, INC.**

Signed: 

Name: Eileen Fisher

Title: President

Date: June 24, 2016