

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400590

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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 |
| The Aldo Group Inc. | | 12/06/2015 | Corporation: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | GCO Canada Inc. | | |
| Street Address: | 4700-66 Wellington Street West | | |
| City: | Toronto, Ontario | | |
| State/Country: | CANADA | | |
| Postal Code: | M5K 1E6 | | |
| Entity Type: | Corporation: CANADA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3859037 | LITTLE BURGUNDY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4045413372 | | |
| <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: | 404-815-6500 | | |
| Email: | tadmin@kilpatricktownsend.com, brook@ktslaw.com | | |
| Correspondent Name: | Tywanda Harris Lord | | |
| Address Line 1: | Kilpatrick Townsend & Stockton LLP | | |
| Address Line 2: | 1100 Peachtree Street, Suite 2800 | | |
| Address Line 4: | Atlanta, GEORGIA 30309 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Tywanda Harris Lord | | |
| Address Line 1: | KILPATRICK TOWNSEND & STOCKTON LLP | | |
| Address Line 2: | 1100 Peachtree Street, Suite 2800 | | |
| Address Line 4: | Atlanta, GEORGIA 30309 | | |
| NAME OF SUBMITTER: | Beth Rook | | |
| SIGNATURE: | /Beth Rook/ | | |
| DATE SIGNED: | 10/03/2016 | | |

OP \$40.00 3859037

Total Attachments: 5

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TRADE-MARK ASSIGNMENT

This Assignment of Intellectual Property (the "Assignment Agreement") is made and entered into as of December 6, 2015 (the "Effective Date") by and between The Aldo Group Inc., a corporation incorporated under the laws of Canada, having a place of business at 2300, rue Émile-Bélanger, Montreal (Québec) H4R 3J4 (the "Assignor") and GCO Canada Inc., a corporation incorporated under the laws of Canada, having a place of business at 4700-66, Wellington Street West, Toronto (Ontario) M5K 1E6 (the "Assignee").

WHEREAS Assignor and Assignee have entered into an Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement") whereby Assignee agreed to purchase from Assignor, and Assignor agreed to sell to Assignee, all of the right, title, benefit and interest of Assignor in and to the assets set out in the Asset Purchase Agreement (the "Assets"), including, without limitation, the intellectual property set forth on Schedule A attached hereto, together with all goodwill associated therewith (the "Assigned IP") ;

NOW, THEREFORE, in consideration of the respective covenants, representations and warranties of the parties set forth in the Asset Purchase Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party), the parties covenant and agree as follows:

1. Assignor hereby sells, transfers and assigns the entire right, title, benefit and interest in and to and under all of the Assigned IP and the right to sue and recover for all present and future infringements and other violations of the Assigned IP, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made.
2. This Assignment Agreement (together with the Schedule attached to this Assignment Agreement and the Asset Purchase Agreement) constitutes the entire agreement among Assignor and Assignee and supersedes all prior agreements, representations, warranties and understandings, whether written or oral, between the parties with respect to the subject matter hereof and thereof.
3. If any provision of this Assignment Agreement is held to be invalid or unenforceable for any reason, such provision will be ineffective to the extent of such invalidity or unenforceability; provided, however, that the remaining provisions will continue in full force and effect without being impaired or invalidated in any way unless such invalid or unenforceable provision or clause is so significant as to materially affect the expectations of the parties regarding this Assignment Agreement. Otherwise, any invalid or unenforceable provision will be replaced by the parties with a valid provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.
4. This Assignment Agreement, and any claims that arise out of or result from this Assignment Agreement, will be governed by and construed under the laws of the Province of Québec without regard to any conflicts of laws principles that would require the application of any other law. The parties agree to the exclusive jurisdiction of the courts of the district of Montreal in the province of Québec to hear any dispute arising out of this Assignment Agreement.

5. This Assignment Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment Agreement and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Assignment Agreement as to the parties and may be used in lieu of the original Assignment Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.
6. This Assignment Agreement shall not derogate from the respective rights, obligations and remedies of Assignor and Assignee under, or in respect of, the Asset Purchase Agreement, including with respect to indemnification. In the event of any conflict or inconsistency between the provisions of the Asset Purchase Agreement and this Assignment Agreement, the provisions of the Asset Purchase Agreement shall prevail.

[Signature pages follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment Agreement as of the Effective Date.

ASSIGNOR

THE ALDO GROUP INC.

By: 
Name: David Schwartz
Title: Chief Financial Officer

ASSIGNEE

GCO CANADA INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment Agreement as of the Effective Date.

ASSIGNOR

THE ALDO GROUP INC.

By: _____

Name:

Title:

ASSIGNEE

GCO CANADA INC.

By: _____

Name: Roger G. Sisson

Title: Senior Vice President and Secretary

Schedule A
Intellectual Property

| <u>TRADEMARK</u> | <u>REGISTRATION NUMBER</u> |
|---------------------------------|----------------------------|
| Little Burgundy (Canada) | LMC718417 (Canada) |
| Little Burgundy (United States) | 3859037 (United States) |
| Everything All We Ever Wanted | LMC904221 (Canada) |
| Hibou | LMC879637 (Canada) |