

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402234

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900379526

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mo Industries, LLC		08/26/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Seven for all Mankind International GmbH
Street Address:	Via Ferruccio Pelli 12
Internal Address:	c/o MDR Advisory Group SA
City:	Lugano
State/Country:	SWITZERLAND
Postal Code:	6900
Entity Type:	limited liability corporation: SWITZERLAND

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	2755665	ELLA MOSS
Registration Number:	3617459	ELLA MOSS
Registration Number:	4743857	ELLA MOSS
Registration Number:	4625233	ELLA MOSS
Registration Number:	4756212	ELLA MOSS
Registration Number:	4321395	ELLA MOSS
Registration Number:	4933590	LOVELEAN
Registration Number:	2806521	SPLENDID
Registration Number:	4042358	SPLENDID
Registration Number:	3613765	SPLENDID
Registration Number:	4184156	SPLENDID
Registration Number:	4724078	SPLENDID
Registration Number:	4203108	SPLENDID
Registration Number:	3480524	SPLENDID MILLS
Registration Number:	4777370	
Registration Number:	4978383	SPLENDID
Serial Number:	86504315	CHELSEA SKY

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86593655	ELLA MOSS
Serial Number:	86624954	ELLA MOSS LIVE LIFE BEAUTIFULLY
Serial Number:	86624976	ELLA MOSS LIVE LIFE BEAUTIFULLY
Serial Number:	86652675	ELLASENTIALS
Serial Number:	86873944	HARP + HUNTER
Serial Number:	86176927	LITTLE ELLA BY ELLA MOSS
Serial Number:	85545987	SPLENDID
Serial Number:	86813890	SPLENDID
Serial Number:	86835180	SPLENDID
Serial Number:	86624987	SPLENDID FEEL THE DIFFERENCE
Serial Number:	86625005	SPLENDID FEEL THE DIFFERENCE
Serial Number:	86175808	SPLENDID GIRL
Serial Number:	86175777	SPLENDID LITTLES
Serial Number:	86515538	
Serial Number:	86515563	
Serial Number:	86767535	SPREAD SOFTNESS
Serial Number:	86767566	SPREAD SOFTNESS

CORRESPONDENCE DATA

Fax Number: 2127986915

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.

Phone: 212 326 0831

Email: tlee@pryorcashman.com

Correspondent Name: Teresa Lee, Esq.

Address Line 1: c/o Pryor Cashman LLP, 7 Times Square

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	09254.00026
NAME OF SUBMITTER:	Teresa Lee
SIGNATURE:	/tlee/
DATE SIGNED:	10/17/2016

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of, August 26, 2016, by and between Seven for All Mankind, LLC, a Delaware limited liability company, and Mo Industries, LLC, a Delaware limited liability company (each, individually, an "Assignor" and, together, the "Assignors") and Seven for all Mankind International GmbH, a Swiss limited liability corporation ("Assignee") (Assignors and Assignee are each hereinafter referred to as a "Party," and collectively, as the "Parties"). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Purchase Agreement (as defined below).

WHEREAS, the Parties (or their respective Affiliates) have entered into an Asset and Stock Purchase Agreement, dated as of June 29, 2016 (the "Purchase Agreement"), pursuant to which, on the terms and subject to the conditions set forth in the Purchase Agreement, Seller agreed to cause the Purchased Subsidiaries to sell, convey, transfer, assign and deliver to Buyer (or to such Subsidiary or Subsidiaries of Buyer, as determined by Buyer) at the Closing, immediately prior to the sale and purchase described in Section 2.01(a) of the Purchase Agreement, free and clear of any Liens other than Permitted Liens, all of the Purchased Subsidiaries' right, title and interest in, to and under the Intellectual Property Rights (including the Licensed Intellectual Property Rights) owned, licensed, used or held for use by such Purchased Subsidiaries in the conduct of the Business as the same shall exist as of immediately prior to the Effective Time and any applicable license agreements of the Purchased Subsidiaries with third parties pertaining to such Intellectual Property Rights (the "Assigned IP");

WHEREAS, in connection with the Purchase Agreement, the Parties desire that each Assignor sell, assign, transfer, convey and deliver to Assignee all of its right, title and interest in, to and under all of the following that are included in the Assigned IP: (i)(A) trademarks, service marks, trade dress, trade names, corporate names, brand names, logos, slogans, domain names, or similar designations of source or origin, together with the goodwill symbolized by and of the foregoing ("Trademarks"), (B) patents and patent applications, statutory invention registrations, utility models, and industrial design rights ("Patents"), (C) copyrights and copyrightable subject matter (whether registered or unregistered), including mask works ("Copyrights"), (D) issuances, grants, registrations, and applications for issuance, grant, or registration and provisional rights of any of the foregoing, including any provisionals, continuations, continuations-in-part, divisionals, reissues, reexaminations, continued prosecutions, renewals, extensions or modifications and all foreign counterparts of the foregoing, (E) rights in the foregoing and in other similar intangible assets, any other similar type of proprietary or intellectual property right and right associated thereto or related therewith, including common law rights and goodwill appurtenant to each of the foregoing, and (F) rights and remedies (including the right to sue for and recover damages) against past, present, and future infringement, misappropriation, dilution or other violation relating to any of the foregoing, including, without limitation, the Trademarks (including domain names), Patents and Copyrights set forth on Attachment A attached hereto, (ii) all Intellectual Property Rights owned by a third party and licensed or sublicensed to (or with respect to which a permission, consent or other right has been provided to or obtained by) a Purchased Subsidiary (or with respect to which a Purchased Subsidiary has obtained a covenant not to be sued), and (iii) any applicable license

agreements of the Purchased Subsidiaries with third parties pertaining to the foregoing Intellectual Property Rights ((i), (ii) and (iii) collectively, the "Transferred IP"); and

WHEREAS, Assignee wishes to purchase, acquire and accept all of each Assignor's right, title and interest in, to and under the Transferred IP, and each Assignor wishes to sell, convey, transfer, assign and deliver to Assignee all of such right, title and interest in, to and under the Transferred IP.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Purchase Agreement and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Transfer of Transferred IP. Each Assignor does hereby sell, assign, transfer, convey and deliver to Assignee and its successors and assigns, and Assignee does hereby purchase, acquire and accept, all of such Assignor's right, title and interest in, to and under the Transferred IP, free and clear of all Liens (other than Permitted Liens) throughout the universe and all rights corresponding thereto (including, without limitation, with respect to the Copyrights included in the Transferred IP, all works based upon, derived from, or incorporating such Copyrights and all the rights embraced therein, including but not limited to, the right to license, use, duplicate, reproduce, copy, distribute, display, license, adapt, modify, and prepare derivative works from such Copyrights in perpetuity in any and all media and by any and all means, whether now known or hereafter devised), together with all income, royalties or payments now or hereafter due or payable in relation to the Transferred IP and all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all of such Assignor's rights to: (a) apply for and maintain all registrations, renewals and/or extensions of the Transferred IP, (b) claim priority under United States law or international convention with respect to the Transferred IP, (c) sue, counterclaim and otherwise bring actions and recover damages and payments for past, present, and future infringement, dilution or other violation of the Transferred IP, and (d) grant licenses or other interests in and to the Transferred IP.

2. Subject to Purchase Agreement. Assignors and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. 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.

3. Authorization. Each Assignor hereby authorize and requests the (a) Register of Copyrights of the United States, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the entire right, title and interest in and to the Copyrights included in the Transferred IP (including those listed on Attachment A), and (b) Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the entire right, title and interest in and to the Trademark and Patents included in the Transferred IP (including those listed on Attachment A).

4. **Electronic Transfer, Transfer Forms; Further Assurances.** Each Assignor agrees to cooperate with Assignee, at Assignee's cost, to promptly transfer the domain names included in the Transferred IP (including those listed on Attachment A) (the "Domain Names") electronically from such Assignor's account to Assignee's account (such that Assignee will be listed as the registrant of the Domain Names in the WHOIS database).

5. **Further Assurances.** Each Assignor hereby covenants and agrees with Assignee to execute and deliver to Assignee and any successors or assigns of Assignee at Assignee's cost such other and further instruments of sale, assignment, transfer, conveyance and delivery and all such further assurances, notices, releases, acquittances and other documents, consents and waivers as may be necessary or reasonably requested by Assignee or any such successors or assigns in order to put them in possession of or vest in them or confirm, evidence or perfect their title to and right to use and enjoy the Transferred IP, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Trademarks and Patents included in the Transferred IP with the United States Patent and Trademark Office and the Copyrights included in the Transferred IP with the United States Copyright Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar, and any transfer documents required by a domain name registrar.

6. **Miscellaneous.** This Agreement shall be subject to all applicable provisions of Article 12 of the Purchase Agreement.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed on its behalf as of the day and year first above written.

ASSIGNORS:

Seven for All Mankind, LLC

By Laura C. Meagher

Name: Laura C. Meagher

Title: Vice President

Mo Industries, LLC

By Laura C. Meagher

Name: Laura C. Meagher

Title: Vice President

ASSIGNEE:

Seven for all Mankind International GmbH

By: _____

Name:

Title:

Signature Page for IP Assignment Agreement

ASSIGNEE:

SEVEN FOR ALL MANKIND
INTERNATIONAL GMBH

By: 
Name: Frans Groeneveld
Title: Manager

[Signature Page to Intellectual Property Assignment]

Mo Industries

COUNTRY	TRADEMARK	REG. (APP.) NO.	REG. (APP.) DATE
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
USA	SPLENDID	2806521	1/20/2004
USA	SPLENDID	4042358	10/18/2011
USA	SPLENDID	3613765	4/28/2009
USA	SPLENDID	4184156	7/31/2012
USA	SPLENDID	4724078	4/21/2015
USA	SPLENDID	(85545987)	(2/17/2012)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
USA	SPLENDID (Stylized)	4203108	9/4/2012
USA	SPLENDID (Stylized)	(86813890)	(11/19/2015)
USA	SPLENDID (Stylized)	(86835180)	(12/1/2015)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
USA	SPLENDID FEEL THE DIFFERENCE	(86624987)	(5/11/2015)
USA	SPLENDID FEEL THE DIFFERENCE	(86625005)	(5/11/2015)
USA	SPLENDID GIRL	(86175808)	(1/27/2014)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

