

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM409121

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hertling Industries, Inc.		10/06/2016	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hertling, LLC		
<b>Street Address:</b>	236 Greenpoint Avenue		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11222		
<b>Entity Type:</b>	Limited Liability Company: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87059755	HERTLING	
<b>Registration Number:</b>	4178521	BROOKLYN BRITCHES	
<b>Registration Number:</b>	3125015	BROOKLYN BRITCHES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129860604		
<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>	2128834900		
<b>Email:</b>	phipdocketing@cozen.com		
<b>Correspondent Name:</b>	Edward M. Weisz		
<b>Address Line 1:</b>	277 Park Avenue, 20th Floor		
<b>Address Line 2:</b>	Cozen O'Connor		
<b>Address Line 4:</b>	New York, NEW YORK 10172		
<b>ATTORNEY DOCKET NUMBER:</b>	398662.000		
<b>NAME OF SUBMITTER:</b>	Edward M. Weisz		
<b>SIGNATURE:</b>	/Edward M. Weisz/		
<b>DATE SIGNED:</b>	12/15/2016		
<b>Total Attachments: 7</b>			

OP \$90.00 87059755

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment"), dated as of October 6, 2016, is made between Hertling Industries, Inc., a New York corporation ("Assignor"), in favor of Hertling, LLC, a Massachusetts limited liability company ("Assignee").

WHEREAS, in order to transfer, convey and assign to Assignee certain intellectual property of Assignor, Assignor has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, for and in consideration of payment from Assignee to Assignor of ten dollars (\$10), the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably transfers, conveys and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned IP"):

the trademark registration or application set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the "Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademark;

all rights of any kind whatsoever of Assignor accruing under the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Counterparts. This IP Assignment 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 IP Assignment 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 IP Assignment.

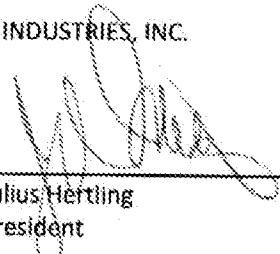
4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

*[remainder of page intentionally left blank]*


IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

HERTLING INDUSTRIES, INC.

By:   
Name: Julius Hertling  
Title: President

AGREED TO AND ACCEPTED:

HERTLING, LLC

By:   
Name: Justin Christensen  
Title: Manager

SCHEDULE 1

TRADEMARKS

US Trademark Application Serial No. 87/059755

Filing date: June 3, 2016

Mark: Hertling

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment"), dated as of October 6, 2016, is made between Hertling Trousers, Inc., a New York corporation ("Assignor"), in favor of Hertling, LLC, a Massachusetts limited liability company ("Assignee"), pursuant to the terms of that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of September 22, 2016, between Assignee, Assignor, and Julius Hertling.

WHEREAS, under the terms of the Purchase Agreement, Assignor has transferred, conveyed and assigned to Assignee, among other assets, certain intellectual property of Assignors, and have agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably transfers, conveys and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned IP"):

the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

all rights of any kind whatsoever of Assignor accruing under the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. 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.

4. Counterparts. This IP Assignment 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 IP Assignment 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 IP Assignment.

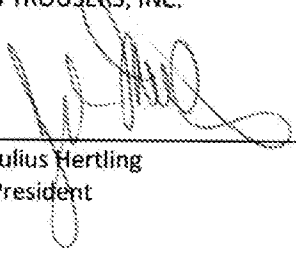
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

*[remainder of page intentionally left blank]*

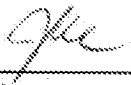
IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

HERTLING TROUSERS, INC.

By:   
Name: Julius Hertling  
Title: President

AGREED TO AND ACCEPTED:

HERTLING, LLC

By:   
Name: Justin Christensen  
Title: Manager



SCHEDULE 1

TRADEMARKS

US Trademark Reg. 4178521  
Serial No. 85/472529  
Registration date: July 24, 2012  
Mark: Brooklyn Britches

US Trademark Reg. 3125015  
Serial No. 76/636620  
Registration date: August 1, 2006  
Mark: Brooklyn Britches