

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411156

| | | | |
|---|--|--------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Strong Suit Clothing, LLC | | 12/30/2016 | Corporation: ARKANSAS |
| RECEIVING PARTY DATA | | | |
| Name: | Oxford Industries, Inc. | | |
| Street Address: | 999 Peachtree Street, Suite 688 | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30309 | | |
| Entity Type: | Corporation: GEORGIA | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87174124 | STRONG SUIT | |
| Serial Number: | 87174150 | WHAT'S YOUR STRONG SUIT? | |
| Serial Number: | 87174232 | STRONG SUIT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4046531545 | | |
| <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: | 4046531461 | | |
| Email: | mheaton@oxfordinc.com | | |
| Correspondent Name: | Mary Margaret Heaton | | |
| Address Line 1: | 999 Peachtree Street, Suite 688 | | |
| Address Line 4: | Atlanta, GEORGIA 30309 | | |
| NAME OF SUBMITTER: | Mary Margaret Heaton | | |
| SIGNATURE: | /Mary Margaret Heaton/ | | |
| DATE SIGNED: | 01/05/2017 | | |
| Total Attachments: 5 | | | |
| source=OXM - SS - Intellectual Property Assignment Agreement (Executed)#page1.tif | | | |
| source=OXM - SS - Intellectual Property Assignment Agreement (Executed)#page2.tif | | | |
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CH \$90.00 87174124

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "**Agreement**"), dated as of December 30, 2016, is made by and between **STRONG SUIT CLOTHING, LLC**, an Arkansas limited liability company (the "**Assignor**"), in favor of **OXFORD INDUSTRIES, INC.**, a Georgia corporation (the "**Assignee**"), the purchaser of certain assets of the Assignor pursuant to the Asset Purchase Agreement, dated as of the date hereof (the "**Purchase Agreement**"), between the Assignor and the Assignee.

RECITALS

WHEREAS, the Assignor is the owner of the Intellectual Property (as defined in the Purchase Agreement), including, without limitation, the United States trademark registrations and applications set forth on Appendix A, (ii) the trade mark "Strong Suit" and the tagline "What's your Strong Suit", (ii) the domain name www.strongsuit.com, and (iv) all of the goodwill relating to the foregoing (collectively, the "**Assigned Intellectual Property**"); and

WHEREAS, pursuant to the Purchase Agreement, the Assignor has conveyed, transferred and assigned to the Assignee, among other things, the Assigned Intellectual Property and has agreed to execute and deliver this Agreement for recording with the United States Patent and Trademark Office, applicable domain name registrars and corresponding entities or agencies in any applicable jurisdiction.

PROVISIONS

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. In accordance with and subject to the terms and conditions of the Purchase Agreement, the Assignor hereby sells, assigns, grants, conveys and transfers to the Assignee and its successors and assigns, forever, all of the Assignor's right, title and interest in, under, and to the Assigned Intellectual Property.
2. The Assignee, effective as of the date hereof, hereby accepts such assignment.
3. The Assignor hereby authorizes and requests the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the applicable domain name registrars and the officials of corresponding entities or agencies in any applicable jurisdictions whose duty it is to issue patents, trademarks and/or domain names, as applicable, or other evidence or forms of industrial property protection on applications, to record, register and issue this Agreement to the Assignee, its successors, legal representatives and assigns, as assignee of the entire right, title and interest of the Assignor, in accordance with this Agreement. Following the date hereof, the Assignor shall take such steps and actions and provide such cooperation and assistance to the 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 Intellectual Property to the Assignee, its legal representatives or any assignee or successor thereto.

4. This Agreement is entered into and delivered pursuant to and is subject to the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall prevail. Neither this Agreement nor the assignments and assumptions effected hereby shall constitute a waiver or release of the Seller or the Purchaser of any of their respective liabilities, duties or obligations imposed upon any of them by the terms of the Purchase Agreement.

5. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any person of any breach of any condition or provision contained in this Agreement shall be deemed a waiver of any similar or dissimilar condition or provision at the same or any prior or subsequent time.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding its conflicts of laws rules, and the parties irrevocably submit to the exclusive jurisdiction of the federal and state courts located in Atlanta, Georgia for resolution of any disputes hereunder.

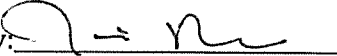
7. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR

STRONG SUIT CLOTHING, LLC

By: 
Name: James Davidson
Title: President

ASSIGNEE

OXFORD INDUSTRIES, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR

STRONG SUIT CLOTHING, LLC


By: _____

Name:

Title:

ASSIGNEE

OXFORD INDUSTRIES, INC.

By:  _____

Name: Thomas E. Campbell

Title: Executive Vice President -
Law & Administration, Secretary
and General Counsel

APPENDIX A

U.S. TRADEMARKS

| <u>TRADEMARK</u> | <u>Serial Number</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Int'l Class</u> | <u>Country</u> | <u>Owner</u> |
|--------------------------|----------------------|-------------------------|--------------------------|--------------------|----------------|--------------|
| STRONG SUIT | 87174124 | Pending | Pending | 25 | USA | Assignor |
| WHAT'S YOUR STRONG SUIT? | 87174150 | Pending | Pending | 25 | USA | Assignor |
| PRIMARY LOGO | 87174232 | Pending | Pending | 25 | USA | Assignor |