

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415444

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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 |
| Accessory Exchange LLC | | 11/04/2016 | Limited Liability Company: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | KVZ International Limited | | |
| Street Address: | P.O Box 957 | | |
| Internal Address: | Offshore Incorporations Centre | | |
| City: | Roadtown, Tortola | | |
| State/Country: | VIRGIN ISLANDS, BRITISH | | |
| Entity Type: | Company: VIRGIN ISLANDS, BRITISH | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86244275 | SOCK MONSTERS | |
| Serial Number: | 86605521 | MAKE YOUR MARK | |
| Serial Number: | 86348284 | WACKY TOES | |
| Serial Number: | 86521094 | MYSOX | |
| Serial Number: | 86244264 | SCUFFIES | |
| Serial Number: | 86244235 | CLEAN SHOT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2122234134 | | |
| <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: | (212) 895-4327 | | |
| Email: | edocket@crowell.com,majitsingh@crowell.com | | |
| Correspondent Name: | Preetha Chakrabarti | | |
| Address Line 1: | Crowell & Moring LLP | | |
| Address Line 2: | 590 Madison Avenue, 20th Floor | | |
| Address Line 4: | New York, NEW YORK 10022-2524 | | |
| ATTORNEY DOCKET NUMBER: | 109797.0000149 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Preetha Chakrabarti | | |

OP \$165.00 86244275

| | |
|---|--------------------------------|
| Address Line 1: | 590 Madison Avenue, 20th Floor |
| Address Line 2: | Crowell & Moring LLP |
| Address Line 4: | New York, NEW YORK 10022-2524 |
| NAME OF SUBMITTER: | Preetha Chakrabarti |
| SIGNATURE: | /Preetha Chakrabarti/ |
| DATE SIGNED: | 02/08/2017 |
| Total Attachments: 6 source=Executed Version - AE Trademark#page1.tif source=Executed Version - AE Trademark#page2.tif source=Executed Version - AE Trademark#page3.tif source=Executed Version - AE Trademark#page4.tif source=Executed Version - AE Trademark#page5.tif source=Executed Version - AE Trademark#page6.tif | |

**TRADEMARK ASSIGNMENT AND ASSUMPTION
AGREEMENT**

THIS TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Trademark Assignment”) entered into as of November 4, 2016, is made by ACCESSORY EXCHANGE LLC, a New York limited liability Company (the “ASSIGNOR”), in favor of KVZ INTERNATIONAL LIMITED, a British Virgin Islands company (“ASSIGNEE”). Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, ASSIGNOR owns all right, title and interest in and to the trademarks, service marks, logos, designs, names and trade names listed on the attached Schedule A (the “Trademarks”), all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by said Trademarks;

WHEREAS, ASSIGNOR, GBG USA INC. (“GBG”) and Stockholders entered into that certain Asset Purchase Agreement, dated as of November 4, 2016 (the “Purchase Agreement”), pursuant to which GBG agrees to purchase certain assets from ASSIGNOR, including the Trademarks, and all goodwill of the business associated with the Trademarks and the associated trademark registrations of the Trademarks; and

WHEREAS, GBG has assigned and transferred to ASSIGNEE all of its right to acquire the Trademarks, and ASSIGNEE accepted such assignment; and

WHEREAS, ASSIGNEE desires to acquire from ASSIGNOR, and ASSIGNOR desires to transfer, assign and convey to ASSIGNEE, all of ASSIGNOR’s right, title and interest in and to the Trademarks, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. ASSIGNOR hereby assigns, conveys and transfers to ASSIGNEE, its successors and permitted assigns, all of ASSIGNOR’S right, title and interest, in and to the Trademarks, including all trademark applications and registrations therefor, any common law rights to such Trademarks, all goodwill of the business symbolized by the Trademarks, the portion of the business of ASSIGNOR to which any intent-to-use applications set forth on Schedule A pertains, as well as all claims and causes of action against third parties for any and all past infringements of the rights being assigned, and the right to collect and retain any proceeds therefrom; the aforesaid transferred rights, title and interests to be held and enjoyed by ASSIGNEE, its successors, and permitted assigns as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this Trademark Assignment not been made.

2. Further Assurances. ASSIGNOR hereby agrees to execute, or cause to be executed, upon the reasonable request of ASSIGNEE, such additional instruments, documents, declarations, consents and papers as are reasonably necessary to continue, secure, defend and register the Trademarks, and to otherwise give full effect to and to perfect the rights of

ASSIGNEE under this Trademark Assignment, including, without limitation, all documents reasonably necessary to record in the name of ASSIGNEE the assignment of the Trademarks with the US Patent & Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar.

3. Rights Cumulative; Terms of the Purchase Agreement. The rights, duties and obligations of the parties hereunder shall be cumulative and in addition to the rights, duties and obligations of the parties under the Purchase Agreement. Nothing contained herein will itself supersede, change, amend, rescind, extend, waive, or alter (nor should it be deemed or construed as superseding, changing, amending, rescinding, extending, waiving or altering) or in any way affect the terms or conditions of the Purchase Agreement, including, but not limited to the representations and warranties contained in Section 4.7 of the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Trademark Assignment, the terms of the Purchase Agreement will control. This Trademark Assignment is intended only to effect the transfer of the Trademarks as contemplated by, and pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms of the Purchase Agreement.

4. Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of New York and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

5. Counterparts. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of a facsimile or other electronic version of one or more signatures to this Assignment shall be deemed adequate delivery for all purposes hereof.

6. Notices. All notices and other communications hereunder shall be in writing and shall be made in accordance with Section 9.2 of the Purchase Agreement.

7. Binding Effect; Assignment. This Trademark Assignment and the respective rights, covenants, conditions and obligations of the parties hereunder and any instrument or agreement executed pursuant hereto shall be binding upon and enforceable by, and shall inure solely to the benefit of, the parties hereunder and their respective heirs, successors and permitted assigns.

8. Section Titles. The titles of the sections of this Trademark Assignment are for convenience only and will not in any way affect the interpretation of any section or of the Trademark Assignment itself.

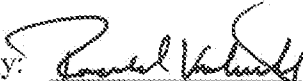
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IN WITNESS WHEREOF, the parties caused the foregoing to be duly executed in their name by their duly authorized representatives as of the date first set forth above.

ACCESSORY EXCHANGE LLC

By: _____
Name:
Title:

KVZ INTERNATIONAL LIMITED

By:  _____
Name:
Title:

Acknowledged & Agreed:

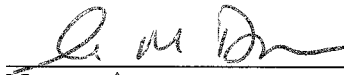
GBG USA INC.

By:  _____
Name: Robert K. Smits
Title: EVP - Secretary

[Signature Page to the Trademark Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the parties caused the foregoing to be duly executed in their name by their duly authorized representatives as of the date first set forth above.

ACCESSORY EXCHANGE LLC

By: 
Name: Abraham M Duneen
Title: President

KVZ INTERNATIONAL LIMITED

By: _____
Name:
Title:

Acknowledged & Agreed:

GBG USA INC.

By: _____
Name:
Title:

[Signature Page to the Trademark Assignment and Assumption Agreement]

SCHEDULE A
TRADEMARKS

Federal Registrations

| Trademark | CTRY | Goods | APPL No. / File Date | Registration No./Registration Date | Owner |
|------------------|-------------|---|--|---|------------------------|
| SOCK MONSTERS | U.S. | IC 025: G & S: Hosiery; Socks | Serial No. 86244275 / April 7, 2014 | 4765611 / June 30, 2015 | Accessory Exchange LLC |
| MAKE YOUR MARK | U.S. | IC 025: G & S: Hosiery, socks, knitted socks, sublimated socks, sports socks, fashion socks, customizable socks, leggings, team athletic socks, sweatbands, gloves, beanies, caps, hats and bandanas | Serial No. 86605521 / April 22, 2015 Suspended pending the disposition of Appl. Nos. 86546080, 86569875, 86569891, and 86569902 | N/A | Accessory Exchange LLC |
| WACKY TOES | U.S. | IC 025: G & S: Hosiery; Socks. | Serial No. 86348284 / July 25, 2014 | 4703425 / March 17, 2015 | Accessory Exchange LLC |
| MYSOX | U.S. | IC 009 G & S: Carrying cases specially adapted for electronic equipment, namely, laptops, smart phones, tablet computers, media players; sleeves for laptops and tablet computers; all the foregoing not relating to baseball or softball or to a | Serial No. 86521094 / February 2, 2015. A Notice of Allowance issued on August 9, 2016. A statement of Use or 1 st Extension is due by February 9, 2017 | N/A | Accessory Exchange LLC |

| | | | | | | |
|------------|------|---|-------------------------------------|-------------------------|------------------------|--|
| | | baseball or softball team, league, mascot or stadium | | | | |
| SCUFFIES | U.S. | IC 025: G & S: Hosiery, socks, knitted socks, sublimated socks, sports socks, fashion socks, customizable socks, leggings, team athletic socks, sweatbands, gloves, beanies, caps, hats and bandanas; all the foregoing not relating to baseball or softball or to a baseball or softball team, league, mascot or stadium | Serial No. 86244264 / April 7, 2014 | 4765610 / June 30, 2015 | Accessory Exchange LLC | |
| CLEAN SHOT | U.S. | IC 018: G & S: Handbags; purses and wallets IC 025: G & S: Hosiery; socks IC 018 G & S: All-purpose carrying bags; clutch bags; handbags; leather bags and wallets; purses and wallets; tote bags IC 025: G & S: Hosiery; socks | Serial No. 86244235 / April 7, 2014 | 4765609 / June 30, 2015 | Accessory Exchange LLC | |