

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422110

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J.R. Nites, Ltd.		03/31/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Alex Apparel Group, Inc.		
Street Address:	1407 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3119864	J.R. NITES	
CORRESPONDENCE DATA			
Fax Number:	2127158000		
<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:	2127157670		
Email:	KLTrademark@kramerlevin.com		
Correspondent Name:	Kramer Levin Naftalis & Frankel LLP		
Address Line 1:	1177 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Tania C. Ramos		
SIGNATURE:	/Tania C. Ramos/		
DATE SIGNED:	04/03/2017		
Total Attachments: 5			
source=Trademark Assignment from J.R. Nites, Ltd. to Alex Apparel Group, Inc#page1.tif			
source=Trademark Assignment from J.R. Nites, Ltd. to Alex Apparel Group, Inc#page2.tif			
source=Trademark Assignment from J.R. Nites, Ltd. to Alex Apparel Group, Inc#page3.tif			
source=Trademark Assignment from J.R. Nites, Ltd. to Alex Apparel Group, Inc#page4.tif			
source=Trademark Assignment from J.R. Nites, Ltd. to Alex Apparel Group, Inc#page5.tif			

CH \$40.00 3119864

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement") is made as of March 31, 2017 by and between J.R. Nites, Ltd., a New York corporation ("Assignor"), and Alex Apparel Group, Inc., a New York corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (as such agreement may have been, or may from time to time be, amended, supplemented or otherwise modified, the "Asset Purchase Agreement"), by and among Assignor, Assignee and the other parties thereto.

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the trademarks set forth on Schedule A attached hereto (the "Trademarks"), together with the goodwill of the Business connected with and symbolized by the Trademarks.

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign to Assignee, Assignee desires to acquire from Assignor all of Assignors' right, title and interest in and to the Trademarks, together with the goodwill of the Business connected with and symbolized by the Trademarks.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual agreements, provisions and covenants contained herein and in the Asset Purchase Agreement, Assignor and Assignee agree as follows:

1. **Undefined Terms**. All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

2. **Assignment**: Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, its successors and assigns, all of rights, title and interest in, to and under the Trademarks in the United States and throughout the world, together with the goodwill of the Business connected with and symbolized by the Trademarks, including, without limitation, all registrations and applications therefor, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, all rights to petition, sue or otherwise seek and recover damages, profits and any other remedy for any past, present or future infringements, misappropriations or other violation of the trademarks, and any priority right that may arise from the Trademark), the same to be held and enjoyed by Assignee as fully and entirely as said right, title and interest could have been held and enjoyed by Assignor had this sale, assignment, transfer conveyance and deliverance not been made.

3. **Recording**. This Agreement has been executed and delivered by Assignor to Assignee for the purpose of recording this Agreement with the United States Patent and Trademark Office (the "PTO") or other governing authority, and the parties hereby authorize the PTO or other such governing authority to record this Agreement.

4. **Further Assurances.** At and from time to time following the Closing, Assignor shall take such actions as required by Section 7 (*Covenants*) of the Asset Purchase Agreement in regard to this Agreement.

5. **Asset Purchase Agreement.** This Agreement is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Asset Purchase Agreement, all of which are hereby incorporated herein by reference. In the event of any conflict between this Agreement and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

6. **Counterparts; Facsimile Signatures.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement. Each counterpart may be delivered by facsimile transmission or electronic transmission in portable document format, or retransmission of the same, which transmission or retransmission shall be deemed to be delivery of an originally executed document.

7. **Governing Law.** This Agreement shall be governed, including as to validity, interpretation and effect, by, and construed in accordance with, the internal Laws of the State of New York applicable to agreements made and fully performed within the State of New York.

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first above written.

ASSIGNOR:

J.R. NITES, LTD.

By: 

Name: Mitchell E. Gabor

Title: PRESIDENT

ASSIGNEE:

ALEX APPAREL GROUP, INC.

By: _____

Name:

Title:

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first above written.

ASSIGNOR:

J.R. NITES, LTD.

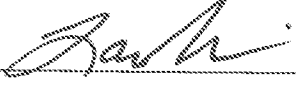
By: _____

Name:

Title:

ASSIGNEE:

ALEX APPAREL GROUP, INC.

By:  _____

Name: LAWRENCE RUBIN

Title: CPA

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006024 FRAME: 0825

Exhibit A
Trademarks

Registered Marks

Jurisdiction	Mark	Registration Number	Owner of Record	Registration Date
U.S.	J.R. NITES	3119864	J.R. Nites, Ltd.	July 25, 2006