

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM422107

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sally Lou Fashions Corp.		03/31/2017	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alex Apparel Group, Inc.		
<b>Street Address:</b>	1407 Broadway		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3280499	IGNITE EVENINGS	
<b>Registration Number:</b>	3770208	EXPO NEW YORK	
<b>Registration Number:</b>	3611441	S.L. FASHIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	2127157670		
<b>Email:</b>	KLTrademark@kramerlevin.com		
<b>Correspondent Name:</b>	Kramer Levin Naftalis & Frankel LLP		
<b>Address Line 1:</b>	1177 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	Tania C. Ramos		
<b>SIGNATURE:</b>	/Tania C. Ramos/		
<b>DATE SIGNED:</b>	04/03/2017		
<b>Total Attachments: 5</b>			
source=Trademark Assignment from Sally Lou Fashions Corp. to Alex Apparel Group, Inc#page1.tif			
source=Trademark Assignment from Sally Lou Fashions Corp. to Alex Apparel Group, Inc#page2.tif			
source=Trademark Assignment from Sally Lou Fashions Corp. to Alex Apparel Group, Inc#page3.tif			
source=Trademark Assignment from Sally Lou Fashions Corp. to Alex Apparel Group, Inc#page4.tif			

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## TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement") is made as of March 31, 2017 by and between Sally Lou Fashions Corp., 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:

SALLY LOU FASHIONS CORP.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNEE:

ALEX APPAREL GROUP, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 006025 FRAME: 0828**

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

ASSIGNOR:

SALLY LOU FASHIONS CORP.

By: \_\_\_\_\_

Name:

Title:

ASSIGNEE:

ALEX APPAREL GROUP, INC.

By:  \_\_\_\_\_


Name: *LAWRENCE ROBIN*

Title: *CFO*

*[Signature Page to Trademark Assignment Agreement]*

**Exhibit A**  
**Trademarks**

**Registered Marks**

<b>Jurisdiction</b>	<b>Mark</b>	<b>Registration Number</b>	<b>Owner of Record</b>	<b>Registration Date</b>
U.S.	IGNITE EVENINGS	3280499	Sally Lou Fashions Corp.	August 14, 2007
U.S.		3770208	Sally Lou Fashions Corp.	April 6, 2010
U.S.	S.L. FASHIONS	3611441	Sally Lou Fashions Corp.	April 28, 2009