

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM425763

<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>
JIMLAR CORPORATION		04/26/2017	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ABG-FRYE LLC		
<b>Street Address:</b>	1411 Broadway, Fourth Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 33</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77870059	CAMPUS	
<b>Serial Number:</b>	78545003	CAMPUS	
<b>Serial Number:</b>	78786718	FF	
<b>Serial Number:</b>	86670292	FF	
<b>Serial Number:</b>	85742623	FF	
<b>Serial Number:</b>	78656383	FF	
<b>Serial Number:</b>	76618758	FF	
<b>Serial Number:</b>	77779383	FRYE	
<b>Serial Number:</b>	77716469	FRYE	
<b>Serial Number:</b>	76618170	FRYE	
<b>Serial Number:</b>	76434885	FRYE	
<b>Serial Number:</b>	73106860	FRYE	
<b>Serial Number:</b>	73099229	FRYE	
<b>Serial Number:</b>	86670273	FRYE	
<b>Serial Number:</b>	77391378	FRYE	
<b>Serial Number:</b>	78656376	FRYE	
<b>Serial Number:</b>	75415454	FRYE	
<b>Serial Number:</b>	85032172	FRYE DAYS	
<b>Serial Number:</b>	86670285	FRYE FF	

OP \$840.00 77870059

Property Type	Number	Word Mark
Serial Number:	86018564	FRYE FF
Serial Number:	77806175	FRYE FF
Serial Number:	77981065	FRYE FF
Serial Number:	77716460	FRYE FF
Serial Number:	76618171	FRYE FF
Serial Number:	73375583	FRYE
Serial Number:	86966176	FRYE SINCE 1863
Serial Number:	86966184	FRYE SINCE 1863
Serial Number:	87379922	FRYE SINCE 1863
Serial Number:	74509758	JETBOOT
Serial Number:	87264101	JOHN A FRYE
Serial Number:	74509759	SMALL FRYE
Serial Number:	74509766	STITCHING HORSE
Serial Number:	76358973	

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Phone:** 6464909839  
**Email:** trademark@abg-nyc.com  
**Correspondent Name:** Bridgette Fitzpatrick  
**Address Line 1:** 1411 Broadway, Fourth Floor  
**Address Line 4:** New York, NEW YORK 10018

<b>NAME OF SUBMITTER:</b>	Bridgette Fitzpatrick
<b>SIGNATURE:</b>	/Bridgette Fitzpatrick/
<b>DATE SIGNED:</b>	05/01/2017

**Total Attachments: 7**

source=Frye US trademark assignment agreement#page1.tif  
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**TRADEMARK ASSIGNMENT AND ASSUMPTION  
AGREEMENT**

This Trademark Assignment and Assumption Agreement (this "Trademark Assignment") is entered into and made effective as of this 26<sup>th</sup> day of April, 2017, between JIMLAR CORPORATION, a New York corporation (the "Assignor"), in favor of ABG-FRYE LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Contribution 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 and ASSIGNEE entered into that certain Contribution Agreement, dated as of April 26, 2017 (the "Contribution Agreement"), pursuant to which ASSIGNEE agreed to accept and assume the rights and obligations to 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**, 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, renewals and extensions 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, including rights to apply in any or all countries of the world for trademark protection for the Trademarks, in each case, on the terms set forth in the Contribution Agreement.

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. Recordation. ASSIGNOR hereby authorizes and requests the Commissioner for Patents and Trademarks and any other applicable governmental authority or registrar to record and register ASSIGNEE as the owner of the Trademarks, and to issue any and all Trademarks to ASSIGNEE, as assignee of all of such ASSIGNOR's right, title and interest in and to the Trademarks. ASSIGNEE shall have the right to record this Assignment Agreement with all applicable governmental authorities and registrars so as to perfect ownership of the Trademarks.

4. Rights Cumulative; Terms of the Contribution 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 Contribution 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 Contribution Agreement, including, but not limited to the representations and warranties contained in Section 4.03 of the Contribution Agreement. In the event of any conflict between the terms of the Contribution Agreement and the terms of this Trademark Assignment, the terms of the Contribution Agreement will control. This Trademark Assignment is intended only to effect the transfer of the Trademarks as contemplated by, and pursuant to the Contribution Agreement and shall be governed entirely in accordance with the terms of the Contribution Agreement. Assignee hereby accepts such assignment and agrees to assume the Assumed Liabilities of Assignor under the Contribution Agreement, as they relate to the Trademarks.

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

6. 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.

7. Notices. All notices and other communications hereunder shall be in writing and shall be made in accordance with Section 6.03 of the Contribution Agreement.

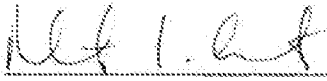
8. Binding Effect; Assignment. This Trademark Assignment and the respective rights, covenants, conditions and obligations of the parties hereunder and any instrument or agreement executed pursuant hereto shall be binding upon and enforceable by, and shall inure solely to the benefit of, the parties hereunder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

9. 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.

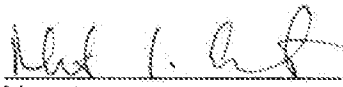
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IN WITNESS WHEREOF, the parties caused the foregoing to be duly executed in their name by their duly authorized representatives as of the date first set forth above.

ASSIGNOR:  
JIMLAR CORPORATION

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

ASSIGNEE:  
ABG-FRYE LLC

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

*[Signature Page To Trademark Assignment and Assumption Agreement]*

**SCHEDULE A**

**TRADEMARKS**

**[See Attached.]**

TRADEMARK	COUNTRY	APPLICATION NO	REGISTRATION NO	INT. CLASSES	TRADEMARK STATUS
CAMPUS	US	77870059	4824194	25	Registered
CAMPUS Stylized	US	78545003	3202726	25	Registered
FF Boot Design	US	78786718	3183436	25	Registered
FF Design	US	86670292	4892736	9	Registered
FF Design	US	85742623	4342210	25	Registered
FF Design	US	78656383	3700365	18, 20	Registered
FF Design	US	76618758	3039511	18, 25	Registered
FRYE	US	77779383	4042539	25	Registered
FRYE	US	77716469	4019887	18	Registered
FRYE	US	76618170	3149258	14	Registered
FRYE	US	76434885	2998603	3	Registered
FRYE	US	73106860	1084873	25	Registered
FRYE	US	73099229	1093784	18	Registered
FRYE	US	86670273	5034374	9	Registered
FRYE	US	77391378	4150364	25	Registered
FRYE	US	78656376	3759339	18	Registered
FRYE	US	75415454	2191093	25	Registered
FRYE DAYS	US	85032172	4618865	25	Registered
FRYE FF Design	US	86670285	4892735	9	Registered
FRYE FF Design	US	86018564	4625902	25	Registered
FRYE FF Design	US	77806175	3894900	18	Registered



TRADEMARK	COUNTRY	APPLICATION NO	REGISTRATION NO	INT. CLASSES	TRADEMARK STATUS
FRYE FF Design	US	77981065	3932607	18, 25	Registered
FRYE FF Design	US	77716460	4179733	25	Registered
FRYE FF Design	US	76618171	3149259	14	Registered
FRYE FF Design	US	73375583	1244640	25	Registered
FRYE SINCE 1863	US	86966176	5090247	18, 25, 35	Registered
FRYE SINCE 1863	US	86966184	n/a	25	Pending
FRYE SINCE 1863 FLAG DESIGN	US	87379922	n/a	25, 35	Pending
JETBOOT	US	74509758	2004728	25	Registered
JOHN A. FRYE Signature	US	87264101	n/a	25	Pending
SMALL FRYE	US	74509759	1990286	25	Registered
Stitch Design	US	74509766	1949578	25	Registered
Stitch Design	US	76358973	2701562	25	Registered