

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436278

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TEXAS SOLE ASSETS HOLDINGS, INC.		07/18/2017	Corporation:
RECEIVING PARTY DATA			
Name:	ITOCHU Corporation		
Street Address:	1-3, Umeda 3-chome		
Internal Address:	Kita-ku		
City:	Osaka		
State/Country:	JAPAN		
Postal Code:	530-8448		
Entity Type:	Corporation: JAPAN		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	86033158	GRAMICCI	
Registration Number:	2482242	GRAMICCI	
Registration Number:	2228260	GRAMICCI	
Registration Number:	1727708	GRAMICCI	
Registration Number:	2211056		
Registration Number:	4829647	G GRAMICCI	
Registration Number:	4629423	LET'S SWEAT	
Registration Number:	4269914	NPT	
Registration Number:	4176347	NPT	
Registration Number:	4177751	NPT NATURAL PERFORMANCE TECHNOLOGY	
Registration Number:	3653130	START SOMEWHERE	
Registration Number:	4530492	WINTER WONDER UNDERLAYER	
CORRESPONDENCE DATA			
Fax Number:	2026261700		
<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:	202-879-4694		
Email:	skayser@jonesday.com, kbaird@jonesday.com,		
TRADEMARK			

CH \$315.00 86033158

Correspondent Name: rgeist@jonesday.com
Susan M. Kayser
Address Line 1: 51 Louisiana Avenue, NW
Address Line 4: Washington, D.C. 20001

ATTORNEY DOCKET NUMBER: 069430-600006

NAME OF SUBMITTER: Susan M. Kayser

SIGNATURE: /Susan M. Kayser/

DATE SIGNED: 07/24/2017

Total Attachments: 12

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Trademark Assignment Agreement

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "**Agreement**"), effective as of July 18, 2017 (the "**Effective Date**"), is by and between **Texas Sole Assets Holdings, Inc.**, a Texas corporation ("**Assignor**"), and **ITOCHU Corporation**, a Japan corporation ("**Assignee**").

WHEREAS, Assignor and Assignee have entered into a certain Sale and Purchase Agreement, dated as of June 28, 2017 (the "**Purchase Agreement**"), pursuant to which, among other things, Assignor has agreed to assign all of its rights, title and interests in the Purchased Marks (as defined in the Purchase Agreement);

WHEREAS, Assignor owns, has used in its business and/or has rights, title and/or interest in the Purchased Marks, including but not limited to the trademark applications and registrations identified in Schedule A hereto;

WHEREAS, Assignor desires to assign and transfer to Assignee, and Assignee desires to acquire from Assignor, by formal, recordable assignment, the entire right, title and interest of Assignor in and to the Purchased Marks; and

WHEREAS, the parties desire to memorialize the assignment of the Purchased Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
2. **Assignment and Assumption.** Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts, all of Assignor's right title and interest in and to the Purchased Marks, including all trademark applications and registrations identified in Schedule A (notwithstanding the status of any application), the goodwill symbolized by such trademarks, all statutory, common law, and other intellectual property rights (including, without limitation, all rights under copyright, trademark, and trade name law), relating thereto, and all rights to recover for past infringement including, without limitation all rights and interests of the Assignor to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to any of the foregoing trademarks in the Transferred Territory.
3. **Authorization.** Assignor authorizes and requests that Assignee be recorded as the assignee and owner of the Purchased Marks, and that any and all registrations thereon issue to the Assignee, as assignee of the entire right, title and interest in the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

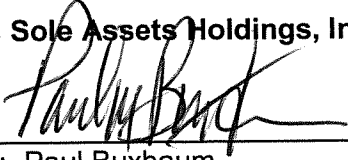
4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Purchased Marks, are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
5. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to any choice-of-law principles of the State of California.
6. Dispute Resolution: Arbitration. Any and all disputes arising from or relating to this Agreement shall be resolved by binding arbitration according to the ICC Rules then in effect. The place of arbitration shall be Los Angeles County, California, and all hearings in the arbitration shall take place there. The language of the arbitration shall be English. Each Party shall nominate one arbitrator for appointment and the two co-arbitrators shall nominate a third arbitrator to serve as President of the tribunal. Nothing in this Agreement shall prevent a Party from seeking emergency, interim relief, including injunctive relief, from the United States District Court for the Central District of California. Unless the tribunal specifies otherwise, the tribunal's award(s) shall be final, non-appealable and binding on the parties and enforceable in any court of competent jurisdiction.
7. Counterparts. 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, email 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.
8. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

Assignor:


Texas Sole Assets Holdings, Inc.

By: 
Name: Paul Buxbaum
Title: President

Dated: July 12, 2017

Assignee:

ITOCHU Corporation

By: 
Name: Hitoshi Okamoto
Title: Director

Dated: July 5, 2017

Schedule A
(Purchased Marks)

Citation	Country	Serial Number	Reg. Number	Classes/Goods/Services
GRAMICCI	Australia	1574303	1574303	Class 18: Backpacks, wallets, duffel bags, sling bags, messenger bags, dry bags, purses, fanny packs, yoga bags, yoga tote bags, tote bags, yoga mat bags; trunks and travelling bags; umbrellas, and walking sticks; wallets; attaché cases; briefcases and suitcases; vanity cases; purses; handbags; luggage; waist packs, tote bags, all purpose sports bags, duffel bags and school bags; goods made wholly or principally of leather or imitation leather.
GRAMICCI	Australia	852042	852042	Class 25: Men's, women's and children's outerwear, underwear, headgear and footwear.
GRAMICCI	Brazil	823468666	823468666	Class 25: Articles of clothing; footwear; headgear; jeans, shirts, jackets, vests, pants, sweaters, jump-suits, shorts, hats, overalls, caps, dresses, blouses, sweatshirts, t-shirts, sweatpants, neckties, brassieres, camisoles, bathing suits, sports coats, suits, robes, pajamas, belts, briefs, coats, leotards, hosiery, gloves, pantyhose, scarves, ponchos, slippers, sun visors, tights, tops, bottoms, outerwear, underwear, skirts, headbands for wear incorporating peaks, tights and footwear, children's clothing, trousers, shoes, socks, suspenders, bibs, booties, cover-ups, jumpers; infant's and babies clothing; lingerie; swimwear.
GRAMICCI	Canada	863035	TMA543713	Class 25: Men's and women's clothing, namely, pants, shorts, jeans, shirts, tops, tights and t-shirts.


Citation	Country	Serial Number	Reg. Number	Classes/Goods/Services
GRAMICCI	Colombia	11 116574	452610	Class 25: Clothing, footwear, headgear and belts.
GRAMICCI	Colombia	11 116587	452968	Class 35: Retail store and online retail services in the field of clothing, footwear, headgear, backpacks, and hiking, camping and mountaineering equipment; retail, wholesale and distributorship services relating to clothing, footwear, headgear, backpacks and hiking, camping and mountaineering equipment; demonstration of goods and distribution of samples; advertising in relation to clothing, footwear, headgear, backpacks and hiking, camping and mountaineering equipment; commercial information and advice for consumers in the field of clothing, footwear, headgear, backpacks, and hiking, camping and mountaineering equipment; information, advisory and consultancy services relating to all the foregoing services.
GRAMICCI	Ecuador	IEPI-UIO-PI-SD-2011-9413-RE	1098-12	Class 35: Retail store and online retail services in the field of clothing, footwear, headgear, backpacks, and hiking, camping and mountaineering equipment; retail, wholesale and distributorship services relating to clothing, footwear, headgear, backpacks and hiking, camping and mountaineering equipment; demonstration of goods and distribution of samples; advertising in relation to clothing, footwear, headgear, backpacks and hiking, camping and mountaineering equipment; commercial information and advice for consumers in the field of clothing, footwear, headgear, backpacks, and hiking, camping and mountaineering equipment; information, advisory and consultancy services relating to all the foregoing services; all included.




Citation	Country	Serial Number	Reg. Number	Classes/Goods/Services
GRAMICCI	Ecuador	IEPI-UIO-PI-SD-2011-9313-RE	2335-12	Class 25: Clothing, footwear, headgear and belts.
GRAMICCI	European Community	1807221	1807221	<p>Class 18: Goods made wholly or principally of leather, imitation leather, hides or animal skins; trunks and travelling bags; umbrellas, parasols and walking sticks; whips, harnesses and saddlery; wallets; attaché cases; briefcases and suitcases; vanity cases; purses; handbags; luggage; backpacks; waist packs, tote bags, all purposes sports bags, duffel bags and school bags.</p> <p>Class 25: Article of clothing; footwear; headgear; jeans, shirts, jackets, vests, pants, sweaters, jump-suits, shorts, hats, overalls, caps, dresses, blouses, sweatshirts, t-shirts, sweatpants, neckties, brassieres, camisoles, bathing suits, sports coats, suits, robes, pajamas, belts, briefs, coats, leotards, hosiery, gloves, pantyhose, scarves, ponchos, slippers, sun visors, tights, tops, bottoms, outerwear, underwear, skirts, headbands for wear incorporating peaks, tights and footwear, children's clothing; trousers, shoes, socks, suspenders, bibs, booties, cover-ups, jumpers; infant's and babies clothing; lingerie, swimwear.</p> <p>Class 35: Business management and business organization consulting services; import-export advisory services; market research and marketing studies; publicity; advertising; business research, distribution of samples; shop window dressing services; mail order catalogue services; retail services; on-line retail services; bringing together for the benefit of others, of a variety of goods (excluding transport) to enable customers to view and buy the products; organization or exhibitions in halls and showrooms for commercial or advertising purposes.</p>

Citation	Country	Serial Number	Reg. Number	Classes/Goods/Services
GRAMICCI	India	2520996		<p>Class 18: Wallets; attaché cases; briefcases; and suitcases; vanity cases; purses; handbags; luggage; backpacks; waist packs; tote bags; all purpose sports bags; duffel bags; school bags; book bags; tri-fold billfolds; hip-fold billfolds; credit card cases; credit card money billfolds; travel kit bags sold empty; coin purses; cosmetic cases sold empty; carry-on tote bags; cloth shopping bags; and small leather articles, namely, key cases; tie cases; trimmings of leather for furniture; leather straps; imitation leather; hides or animal skins; trunks and travelling bags; umbrellas; parasols; and walking sticks; whips; harnesses; and saddler.</p> <p>Class 35: Retail store and online retail services in the field of clothing, footwear, headgear, backpacks, personal bags and cases, hiking, camping and mountaineering equipment; retail, wholesale and distributorship services relating to clothing, footwear, headgear, personal bags and cases, backpacks and hiking, camping and mountaineering equipment; demonstration of goods and distribution of samples; advertising in relation to clothing, footwear, headgear, backpacks, personal bags and cases and hiking, camping and mountaineering equipment; commercial information and advice for consumers in the field of clothing, footwear, headgear, backpacks, personal bags and cases and hiking camping and mountaineering equipment; information, advisory and consultancy services relating to all the foregoing services.</p>
GRAMICCI	India	1013209	1013209	Class 25: Apparel, footwear, headgear.

Citation	Country	Serial Number	Reg. Number	Classes/Goods/Services
GRAMICCI	Mexico	444982	789068	Class 25: Articles of clothing; footwear; headgear; jeans, shirts, jackets, vests, pants, sweaters, jumpsuits, shorts, hats, overalls, caps, dresses, blouses, sweatshirts, t-shirts, sweatpants, neckties, brassieres, camisoles, bathing suits, sports coats, suits, robes, pajamas, belts, briefs, coats, leotards, hosiery, gloves, pantyhose, scarves, ponchos, slippers, sun visors, tights and footwear, children's clothing; trousers, shoes, socks, suspenders, bibs, booties, coverups, jumpers; infants' and babies clothing; lingerie, swimwear.
GRAMICCI	Panama	204277-01	204277 01	Class 25: Clothing, footwear, headgear, and belts.
GRAMICCI	Panama	204278-01	204278 01	Class 35: Retail store and online retail services in the field of clothing, footwear, headgear, backpacks, and hiking, camping and mountaineering equipment; retail, wholesale and distributorship services relating to clothing, footwear, headgear, backpacks and hiking, camping and mountaineering equipment; demonstration of goods and distribution of samples; advertising in relation to clothing, footwear, headgear, backpacks and hiking, camping and mountaineering equipment; commercial information and advice for consumers in the field of clothing, footwear, headgear, backpacks, and hiking, camping and mountaineering equipment; information, advisory and consultancy services relating to all the foregoing services; all included.

Citation	Country	Serial Number	Reg. Number	Classes/Goods/Services
GRAMICCI	Peru	466213-2011	3471	<p>Class 25: Clothing, footwear, headgear and belts.</p> <p>Class 35: The bringing together, for the benefit of others, of clothing, footwear, headgear, backpacks, and hiking, camping and mountaineering equipment (excluding their transport) enabling customers to conveniently view and purchase those goods, where these services can be provided by retail stores, wholesale outlets, through mail order catalogs or by means of electronic media, including but not limited to web sites and television shopping programmes; demonstration of goods and distribution of samples; advertising in relation to clothing, footwear, headgear, backpacks and hiking, camping and mountaineering equipment; commercial information and advice for consumers in the field of clothing, footwear, headgear, backpacks, and hiking, camping and mountaineering equipment; information, advisory and consultancy services relating to all the foregoing services; all included.</p>
GRAMICCI	Switzerland	14488/2000	P-490195	<p>Class 25: Articles of clothing; footwear; headgear; jeans, shirts, jackets, vests, pants, sweaters, jumpsuits, shorts, hats, overalls, caps, dresses, blouses, sweatshirts, t-shirts, sweatpants, neckties, brassieres, camisoles, bathing suits, sports coats, suits, robes, pajamas, belts, briefs, coats, leotards, hosiery, gloves, pantyhose, scarves, ponchos, slippers, sun visors, tights, tops, bottoms, outerwear, underwear, skirts, headbands for wear incorporating peaks, and footwear, children's clothing; trousers, shoes, socks, suspenders, bibs, booties, coverups, jumpers; infants' and babies clothing; lingerie, swimwear.</p>

Citation	Country	Serial Number	Reg. Number	Classes/Goods/Services
GRAMICCI	Turkey	2001/010908	2001 010908	Class 25: Clothing made of all kinds of materials (underwear and outerwear); hosiery; footwear; headgear; special articles for babies included in this class; accessories.
GRAMICCI	United States	86033158	N/A	Class 18: Backpacks, wallets, duffel bags, sling bags, messenger bags, dry bags, purses, fanny packs, yoga bags; yoga bags, namely, general purpose bags for carrying yoga equipment; tote bags used to carry personal yoga items; bags specially adapted to carry yoga mats; attaché cases; briefcases and suitcases; vanity cases sold empty; purses; handbags; luggage; waist packs; all-purpose sports bags; school bags.
GRAMICCI	United States	76107072	2482242	Class 35: Online retail services in the field of apparel.
GRAMICCI	United States	75418970	2228260	Class 25: Men's and women's clothing, namely, pants, shorts, jeans, shirts, tops, and tee shirts.
GRAMICCI	United States	74077562	1727708	Class 25: Men's and women's clothing; namely, pants, shorts, jeans, shirts, tights, and tee shirts.
Design Running Man 	India	2904782	2904782 (Int'l Reg. No. 1227509)	Class 25: Men's and women's clothing; namely, pants, shorts, jeans, shirts, tops, tights, and tee shirts.

Citation	Country	Serial Number	Reg. Number	Classes/Goods/Services
Design Running Man 	International Register		1227509	Class 25: Men's and women's clothing; namely, pants, shorts, jeans, shirts, tops, tights, and tee shirts.
Design Running Man 	United States	75390730	2211056	Class 25: Men's and women's clothing; namely, pants, shorts, jeans, shirts, tops, tights, and tee shirts.
G GRAMICCI  gramicci	United States	85971179	4829647	Class 25: Bottoms, cardigans, jackets, jeans, jerseys, pants, shirts, shorts, slacks, sweat pants, sweaters, sweatshirts, tank tops, tights, tops, trousers and t-shirts. Class 35: Online retail store services in the field of apparel.
LET'S SWEAT	United States	85935976	4629423	Class 25: Clothing, namely, bottoms, cardigans, knit tops, pants, shirts, sports bras, sweatshirts, tee shirts, tops, yoga and work out pants, shirts.
NPT	United States	85978007	4269914	Class 25: Apparel, namely, cardigans, jackets, jerseys, pants, shirts, shorts, slacks, sweat pants, sweaters, sweatshirts, t-shirts, tank tops, tops, trousers.

Citation	Country	Serial Number	Reg. Number	Classes/Goods/Services
NPT	United States	85154101	4176347	Class 25: Clothing, namely, jerseys, athletic shirts, t-shirts, golf shirts, shorts, pants, sweatpants, sweatshirts, jackets.
NPT NATURAL PERFORMANCE TECHNOLOGY	United States	85154729	4177751	Class 25: Clothing made in whole or substantial part of natural fiber or fabric, namely, jerseys, athletic shirts, t-shirts, golf shirts, shorts, pants, sweatpants, sweatshirts, jackets.
START SOMEWHERE	United States	77346205	3653130	Class 35: Promoting the creation, support and public awareness of, as well as the public participation in, environmental and philanthropic causes and organizations.
WINTER WONDER UNDERLAYER	United States	85794733	4530492	Class 25: Men's and women's apparel, namely, jackets, knit tops; knits, namely, knit bottoms, knit jackets; long underwear tops and bottoms, pants, shirts, sweatshirts, tee shirts, underwear, work out pants, shirts; clothing, namely, base layers.