

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438631

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Zanella US Holdings, Ltd.		07/01/2015	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Zanella IP Holdings, LLC
Street Address:	711 Fifth Avenue #12
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2453062	ZANELLA

CORRESPONDENCE DATA

Fax Number: 2034546998

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: 2034546999

Email: atarshis@tengramcapital.com

Correspondent Name: Zanella IP Holdings

Address Line 1: 711 Fifth Avenue #12

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Andrew R Tarshis
SIGNATURE:	/Andrew R Tarshis/
DATE SIGNED:	08/09/2017

Total Attachments: 4

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OP \$40.00 2453062

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is entered into and shall be effective as of July 1, 2015, by and among Zanella Ltd., a Delaware corporation (the "Assignor"), Zanella US Holdings, Inc., a Delaware corporation ("HoldCo" and with the Assignor, each a "Transferor" and collectively, "Transferors"), and Zanella IP Holdings, LLC, a Delaware limited liability company ("Transferee").

RECITALS

WHEREAS, the Assignor and Transferee are each a direct wholly-owned subsidiary of HoldCo; and

WHEREAS, as part of a series of transactions and corporate actions reorganizing the business of the Transferors (the "Reorganization"), the Assignor desires to have assigned and assign the IP (defined below) to HoldCo, and immediately thereafter, HoldCo desires to have assigned and assign the IP (defined below) to Transferee, in each case, pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Transferor and Transferee hereby agrees as follows:

1. Defined Terms.

"IP" shall mean all of the following in any jurisdiction throughout the world: (a) patents, patent applications, patent disclosures and inventions, including any continuations, divisions, continuations-in-part, renewals and reissues for any of the foregoing; (b) Internet domain names, trademarks, service marks, trade dress, trade names, logos, slogans, and corporate names, and registrations and applications for registration thereof, together with all of the goodwill associated therewith; (c) copyrights (registered or unregistered) and original works of authorship and registrations and applications for registration thereof, including all moral rights of authors and all copyrights in website content, artwork, photographs, designs, patterns, advertising and promotional materials; (d) mask works and registrations and applications for registration thereof; (e) software and computer code (whether in source or object code), data, databases and documentation thereof; (f) trade secrets, proprietary and confidential information, including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, data (including proprietary, manufacturing, customer and employee data), financial and marketing plans and customer and supplier lists and information; (g) rights of publicity and privacy; (h) all other proprietary or intellectual property rights recognized by applicable law; and (i) all renewals, derivatives, and improvements of any of the foregoing.

2. Assignment and Assumption. In connection with the Reorganization, (a) the Assignor hereby assigns, transfers and conveys (as a distribution in respect of its capital stock)

all right, title and interest in and to the IP owned or held by Assignor, including, without limitation, that IP set forth on Schedule A, to HoldCo and its successors and assigns to have and to hold forever, including all applications, registrations and issuances therefor, any common law rights to such IP, all goodwill of the business symbolized by such IP, and the right to sue and to collect damages and payments for claims of past, present and future infringement or misappropriation thereof (collectively, the "Transferred IP"), and (b) immediately after such assignment, transfer and conveyance, HoldCo hereby assigns, transfers and conveys (as a capital contribution) all right, title and interest in and to the Transferred IP to Transferee and its successors and assigns to have and to hold forever.

3. Further Assurances. At Transferee's sole cost and expense, Transferors covenant and agree to take all actions and execute and deliver all documents, instruments and papers, which may be or become necessary, proper or convenient, or are requested by Transferee, to implement the intentions of this Agreement and to continue, secure, defend, register and otherwise give full effect to and to perfect the rights of Transferee under this Agreement in and to the Transferred IP worldwide, including, without limitation, all documents necessary to register in the name of Transferee the assignment of the Transferred IP with the United States Patent and Trademark Office, and with respect to any foreign rights, with any other appropriate governmental agency or registrar.

4. Successorship. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by Transferors and Transferee and their respective successors and permitted assigns. The covenants of Transferors and Transferee contained herein shall survive the execution and delivery of this Agreement.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimile transmission of any signed original counterpart and/or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

6. Governing Law. This Agreement shall be governed by, interpreted under, and construed in accordance with the laws of the state of New York.


[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed by its duly authorized officer as of the date first above written.

ZANELLA US HOLDINGS, INC.

By: 
Name: Brian Thorne
Title: Vice President

ZANELLA LTD.

By: 
Name: Brian Thorne
Title: Director and Authorized Signatory

ZANELLA IP HOLDINGS, LLC

By: Zanella US Holdings, Inc.,
its sole member

By: 
Name: Brian Thorne
Title: Vice President

[Signature Page – Intellectual Property Assignment Agreement – Zanella Ltd.]

SCHEDULE A
Transferred IP

Trademarks:

No.	Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
1.	Zanella	USA	73662018		1519894	1/10/1989	
2.	Zanella	USA	74548674		1990695	8/6/1996	
3.	Zanella & Design	USA	74548675		1992385	8/13/1996	
4.	Zanella & Design	USA	76021021		2453062	5/22/01	
5.	Zanella	USA	77526946		3656853	7/21/09	
6.	Zanella & Design	USA	77528962		3656865	7/21/09	
7.	Nico & Luca	USA	85183601		4029924	9/20/11	
8.	Zanella	Canada			TMA364364		
9.	Zanella & Design	Canada			TMA368025		
10	Zanella	Panama			141329		
11	Zanella	Ecuador	155778				