TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439141

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Reebok International Limited		01/03/2017	Limited Liability Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Mitchell & Ness LLC
Street Address:	121 South Broad St., Ste 4
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19107
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	86963728	L
Serial Number:	86966477	LOGO 7

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: 704-377-8105
Email: lbarnes@robinsonbradshaw.com
Correspondent Name: Lani Barnes Baxter, Robinson Bradshaw
Address Line 1: 101 North Tryon Street, Suite 1900
Address Line 4: Charlotte, NORTH CAROLINA 28246

NAME OF SUBMITTER:	Lani Barnes Baxter
SIGNATURE:	/Lani Barnes Baxter/
DATE SIGNED:	08/14/2017

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made as of January 3, 2017 by and among Reebok International Limited, a limited liability company incorporated under the laws of England ("Assignor") and Mitchell & Ness LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of May 24, 2016 (the "Agreement");

WHEREAS, the Agreement provides for the execution and delivery of this Assignment by Assignor to Assignee;

WHEREAS, Assignor, directly or indirectly, owns the trademark applications and registered trademarks as set forth on Exhibit A attached hereto (collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Assigned Marks;

NOW, THEREFORE, subject to the terms and conditions of the Agreement, the parties hereto, intending to be legally bound, agree as follows:

1. Assignor hereby sells, conveys, assigns, and transfers to Assignee all of Assignor's right, title and interest throughout the world, in and to all of the Assigned Marks, and all past, present and future rights and forms of protection of any equivalent or similar nature having the equivalent or similar effect to any of the foregoing which may subsist anywhere in the world, together with the goodwill of the business symbolized thereby, free and clear of all Liens; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that the Assignor have or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made.

2. Assignor shall, without further consideration, execute and deliver such instruments of transfer, conveyance, assignment and assumption, and take such other action as may reasonably be necessary to consummate the transactions contemplated hereby.

3. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand, supersede or limit in any way the terms, conditions or obligations of the Agreement. To the extent that any provision of this Assignment conflicts with or is inconsistent with the terms of the Agreement, the Agreement shall control and govern.

4. Capitalized terms used herein without definition shall have the meanings set forth in the Agreement.

5. This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

6. This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

REEBOK INTERNATIONAL LIMITED

By: Sarah Talbot
Name: SARAH TALBOT
Title: DIRECTOR

By: [illegible]
Name: [illegible]
Title: Attorney

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EXHIBIT A

Trademark Registrations: None

Trademark Applications:

Mark	App. No.	Filing Date	Country	Goods/Services
(L)	86963728	April 4, 2016	US	IC 25: Footwear; apparel, namely, sweatshirts, warm-up suits, tights, underwear, bras, socks, gloves; headwear, namely, caps, hats, visors
LOGO 7	86966477	April 6, 2016	US	IC 25: Footwear; apparel, namely, sweatshirts, warm-up suits, tights, underwear, bras, socks, gloves; headwear, namely, caps, hats, visors