

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM440687

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| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SML SPORT LLC | | 07/19/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | SML Fashions, LLC LIMITED LIABILITY COMPANY (DAL) | | |
| Street Address: | 968 Albany Shaker Road | | |
| City: | Latham | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 12110 | | |
| Entity Type: | Corporation: NEW YORK | | |
| PROPERTY NUMBERS Total: 9 LIMITED LIABILITY COMPANY (DAL) | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3895194 | 2 KATES | |
| Registration Number: | 3237965 | CHANGE YOUR CLOTHES NOT YOUR STYLE | |
| Registration Number: | 2788980 | CLEAR SKY | |
| Registration Number: | 1479736 | G R O U P EFFORT | |
| Registration Number: | 4396863 | IVY AND SAGE | |
| Registration Number: | 4067803 | OUTLANDER | |
| Registration Number: | 1476040 | PROJECT | |
| Registration Number: | 1477832 | SML SPORT | |
| Registration Number: | 3024648 | WEST PALM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3152188530 | | |
| <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: | 3152188530 | | |
| Email: | bskpto@bsk.com | | |
| Correspondent Name: | David L. Nocilly | | |
| Address Line 1: | One Lincoln Center | | |
| Address Line 4: | Syracuse, NEW YORK 13202 | | |
| NAME OF SUBMITTER: | David L. Nocilly | | |

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|--|--------------------|
| SIGNATURE: | /david I. nocilly/ |
| DATE SIGNED: | 08/25/2017 |
| Total Attachments: 1 source=Assignment of Trademark SML Sport LLC (Executed)#page1.tif | |

ASSIGNMENT OF TRADEMARKS AND RELATED GOODWILL

WHEREAS, SML SPORT LLC, a Delaware limited liability company (hereinafter referred to as "Assignor") is the owner of the following trademarks:

- (i) "2 KATES," which is the subject of U.S. Trademark Registration Number 3,895,194 filed on November 18, 2009; and
- (ii) "CHANGE YOUR CLOTHES NOT YOUR STYLE," which is the subject of U.S. Trademark Registration Number 3,237,965 filed on June 1, 2004; and
- (iii) "CLEAR SKY," which is the subject of U.S. Trademark Registration Number 2,788,980 filed on January 23, 2003; and
- (iv) "GROUP EFFORT & Design," which is the subject of U.S. Trademark Registration Number 1,479,736 filed on July 24, 1987; and
- (v) "IVY AND SAGE," which is the subject of U.S. Trademark Registration Number 4,396,863 filed on November 17, 2011; and
- (vi) "OUTLANDER," which is the subject of U.S. Trademark Registration Number 4,067,803 filed on October 22, 2009; and
- (vii) "PROJECT," which is the subject of U.S. Trademark Registration Number 1,476,040 filed on June 29, 1987; and
- (viii) "SML SPORT," which is the subject of U.S. Trademark Registration Number 1,477,832 filed on June 29, 1987; and
- (ix) "WEST PALM," which is the subject of U.S. Trademark Registration Number 3,024,648 filed on March 31, 2004.

(collectively, hereinafter referred to as the "Trademarks"); and

WHEREAS, SML FASHIONS, LLC, a New York limited liability company (hereinafter referred to as "Assignee"), desires to take assignment of the subject Trademarks together with all of the Assignor's right, title and interest in and to said Trademarks and any corresponding United States and worldwide Trademark registrations/ applications and of all the goodwill that has inured to, become symbolized by and associated with the Trademarks;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto the Assignee all right, title and interest in the Trademarks, and to any corresponding United States Trademark registrations/ applications thereto, including all of the goodwill that has inured to, become symbolized by and associated with the Trademarks;

ASSIGNOR does hereby further assign unto the Assignee all common law right, title and interest, and any other right, title and interest in the Trademarks and any and all copyright in the design and subsidiary and/or ancillary rights in any form, including all of the goodwill that has inured to, become symbolized by and associated with the Trademarks.

Dated: July 19, 2017

ASSIGNOR:

SML SPORT LLC

By: 
Katarina Dal Piaz