

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448884

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harbour International LLC		03/24/2017	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Marcraft Clothes, Inc.		
Street Address:	725 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2727710	BOSTON HARBOUR	
Registration Number:	3975110	HARBOUR/ONE	
Registration Number:	3055860	PROSHIELD	
CORRESPONDENCE DATA			
Fax Number:	2123032754		
<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:	(212) 415-8512		
Email:	trademark@lockelord.com		
Correspondent Name:	Scott Greenberg, Locke Lord LLP		
Address Line 1:	200 Vesey Street		
Address Line 2:	Brookfield Place		
Address Line 4:	New York, NEW YORK 10281		
ATTORNEY DOCKET NUMBER:	1426454.00062		
NAME OF SUBMITTER:	Scott Greenberg		
SIGNATURE:	/Scott Greenberg/		
DATE SIGNED:	10/27/2017		
Total Attachments: 5			
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CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT

BY AND BETWEEN

Harbour International LLC, a New York limited liability company with an address at 1407 Broadway, Suite 1515, New York, New York 10018 (“**Assignor**”)

AND

Marcraft Clothes, Inc., a New York corporation with an address at 725 Fifth Avenue, 18th Floor, New York, NY 10022 (“**Assignee**”), (collectively, the “**parties**”).

WHEREAS:

- A. Assignor has adopted and used in commerce the marks listed in the attached Schedule A (collectively the “Marks”);
- B. The parties executed an Intellectual Property and Inventory Purchase Agreement (the “**Purchase Agreement**”) with an Effective Date as of March 24, 2017, the terms of which are herein incorporated by reference;
- C. Pursuant to the Purchase Agreement and specifically Article II thereof, Assignee became the sole owner of all right, title and interest in and to the Marks and the goodwill associated therewith; and
- D. Assignor desires hereby to confirm its transfer of the Marks to Assignee, together with the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby confirm that it has sold, assigned, set over and conveyed to Assignee, and does hereby sell, assign, set over and convey unto Assignee all of Assignor’s right, title and interest in and to the Marks together with its interest in the registrations therefor, and the goodwill associated therewith, together with the right to recover damages and profits for past infringements thereof if any; and

Assignor agrees to execute and deliver to Assignee any and all further acts, conveyances, transfers, assignments, instruments and assurances as Assignee reasonably determines are required to consolidate, vest, record, and perfect in Assignee ownership of and title in the Marks or to otherwise evidence the full, effective and complete implementation and consummation of the assignment of the Marks and the registrations therefor, as intended by the parties.

This Trademark Assignment Agreement (this “**Assignment**”) is binding upon and inures to the benefit of the parties and their respective successors and assigns pursuant to and in accordance

with the Purchase Agreement. Oral amendments, oral waivers and purported oral terminations of this Agreement are void.

This Assignment is executed and delivered pursuant to the terms of the Purchase Agreement and nothing contained herein shall be deemed in any way to supersede, amend, rescind, waive, expand, or in any other way affect the provisions, including the representations, warranties, exceptions, covenants and agreements of any of the parties thereunder, and, to the extent of any ambiguity or conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Purchase Agreement shall govern.

The laws of the State of New York applicable to agreements executed and to be fully performed in New York shall apply to this Agreement. Any notices required hereunder, and any disputes arising under this Assignment, shall be determined in accordance with the provisions of the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized officer, effective as of March 24, 2017.

ASSIGNOR:

Harbour International LLC

By: Thomas E. Lewis

Name: THOMAS E. LEWIS

Title: PRESIDENT / CEO

Date: 3/24/17

ASSIGNEE:

Marcraft Clothes, Inc.

By: _____

Name: _____

Title: _____

Date: _____

[Signature Page to Confirmatory Trademark Assignment]

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized officer, effective as of March 24, 2017.

ASSIGNOR:

Harbour International LLC

By: _____

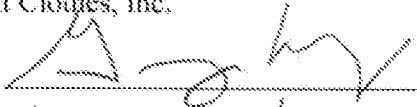
Name: _____

Title: _____

Date: _____

ASSIGNEE:

Marcraft Clothes, Inc.

By:  _____

Name: Gary Beedy

Title: President

Date: 3/24/17

{Signature Page to Confirmatory Trademark Assignment}

SCHEDULE A

Marks

U.S. TRADEMARK	REG. NO.	REG. DATE	CLASS
BOSTON HARBOUR	2727710	June 17, 2003	25
HARBOUR/ONE	3975110	June 7, 2011	25
PROSHIELD	3055860	January 31, 2006	25