

900426465 10/26/2017

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM448690

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tru Fragrance & Beauty, LLC		07/01/2016	ILLINOIS
RECEIVING PARTY DATA			
Name:	JA Apparel Corp.		
Street Address:	6380 Rogerdale Road		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77072		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86753260	BLACK LINEN	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademarks@tailoredbrands.com		
Correspondent Name:	Lynn M. Humphreys		
Address Line 1:	6100 Stevenson Blvd		
Address Line 4:	Fremont, CALIFORNIA 94538		
NAME OF SUBMITTER:	Lynn M. Humphreys		
SIGNATURE:	/lmh/		
DATE SIGNED:	10/26/2017		
Total Attachments: 3			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Assignment Agreement (this "*Assignment*"), dated and effective as of July 1, 2016 (the "*Effective Date*"), is made and entered into by and between Tru Fragrance & Beauty, LLC, an Illinois limited liability company ("*Tru*"), and JA Apparel Corp., a Delaware Corporation ("*JA Apparel*") (each a "*Party*" and together the "*Parties*").

WHEREAS, Tru and JA Apparel wish for Tru to sell, transfer, and assign to JA Apparel, all of Tru's right, title and interest in and to the registrations and related trademarks and trade dress, insofar as listed in Exhibit A (collectively, the "*Intellectual Property*") hereto in accordance with the terms and condition of this Assignment;

NOW, THEREFORE, in consideration of the promises and undertakings hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereto hereby agree as follows:

1. **Intellectual Property Assignment.** In consideration of the payment by JA Apparel to Tru the sum of \$100.00 on the Effective Date, Tru hereby sells, transfers, and assigns to JA Apparel, all of its right, title and interest in and to the Intellectual Property, and the right to recover for damages and profits and all other remedies for past infringements thereof, and any and all goodwill associated with the Intellectual Property.

2. **Additional Actions.** At any time after the date of this Assignment, at JA Apparel's request and expense, Tru will execute and deliver to JA Apparel such other instruments and documents, and take such other actions as JA Apparel may reasonably deem necessary or desirable to effect, evidence, record and perfect the transfer and assignment contemplated by this Assignment.

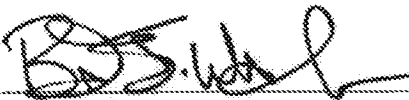
3. **Successors and Assigns.** This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

4. **Governing Law; Venue.** This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law. Any dispute arising under or with respect to the subject matter of this Assignment shall be brought exclusively in the state or federal courts located in New York, New York. JA Apparel consents to the personal jurisdiction of, and the venue in, the state or federal courts located in New York.

5. **Counterparts.** This Assignment may be executed in two or more counterparts, including by facsimile or pdf, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Assignment to be made and executed by duly authorized officers.

Tru Fragrance & Beauty LLC

By: 
Name: Brad Wallace
Title: CFO

JA Apparel Corp.


By: 
Name: ERIC TUDEN
Title: PRESIDENT & COO

EXHIBIT A

Intellectual Property:

Black Linen™ - U.S. Registration No. 5019216

**All trade dress and copyright in product packaging for BLACK LINEN and JOSEPH ABOUD
fragrance products**