

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM464527

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ibex Outdoor Clothing LLC		03/02/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IBX Brands LLC		
<b>Street Address:</b>	601 West 26th Street		
<b>Internal Address:</b>	Suite 1762		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2556142		
<b>Registration Number:</b>	2643051	CLIMAWOOL	
<b>Registration Number:</b>	3026796	IBEX	
<b>Registration Number:</b>	2997345	IBEX	
<b>Registration Number:</b>	4265756	WOOL AIRE	
<b>Serial Number:</b>	87736457	IBEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126589718		
<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>			
<b>Phone:</b>	212-673-8350		
<b>Email:</b>	trademarks@goldbergcohen.com, mcohen@goldbergcohen.com, lwigder@goldbergcohen.com		
<b>Correspondent Name:</b>	Amy J Benjamin		
<b>Address Line 1:</b>	1350 Avenue of the Americas		
<b>Address Line 2:</b>	3rd Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>NAME OF SUBMITTER:</b>	Amy J Benjamin		

CH \$165.00 2556142

<b>SIGNATURE:</b>	/amy j benjamin/
<b>DATE SIGNED:</b>	03/06/2018
<b>Total Attachments: 6</b> source=IBEX-IBX Executed Trademark Assignment Agreement#page1.tif source=IBEX-IBX Executed Trademark Assignment Agreement#page2.tif source=IBEX-IBX Executed Trademark Assignment Agreement#page3.tif source=IBEX-IBX Executed Trademark Assignment Agreement#page4.tif source=IBEX-IBX Executed Trademark Assignment Agreement#page5.tif source=IBEX-IBX Executed Trademark Assignment Agreement#page6.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of March 2, 2018 (this "Assignment"), is made and entered into by and among Ihex Outdoor Clothing, LLC, a Delaware limited liability company ("Assignor"), and IBX Brands LLC, a Delaware limited liability company (the "Assignee"). Assignor and Assignee are sometimes herein referred to collectively as the "Parties" and individually as a "Party." Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement by and between the Parties, dated as of February 22, 2018 (the "Purchase Agreement").

**WHEREAS**, Assignor operates a retail clothing business under the Ihex brand, including through the use of the trademarks set forth in Exhibit A attached hereto (the "Marks"); and

**WHEREAS**, Assignor desires to assign all right, title and interest in and to the Marks, together with all goodwill arising from or relating thereto, to Assignee, and Assignee desires to acquire same.

**NOW, THEREFORE**, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, its entire right, title, and interest in the United States and throughout the world, in and to the Marks, whether statutory or at common law, together with all goodwill arising from or related to the business symbolized by the Marks, including any rights of renewal, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, assigns, and/or other legal representatives, including the right to sue for and receive all damages accruing from past, present and future infringements and misappropriations of the Marks, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment not been made. Assignor hereby represents and warrants to Assignee that it has the full right to convey the Marks herein assigned and that it has not executed, and covenants that it will not execute, any agreement in conflict with this Assignment.

2. Further Assurances. Assignor hereby covenants and agrees to take such actions, at the expense of Assignee, and execute such further assignments and related documents with respect to the Marks as Assignee shall reasonably request.

3. Unassignable Rights. To the extent any of the Marks cannot presently be assigned under applicable law pursuant to this Assignment, Assignor shall not sell, assign or transfer to any third party, or license, pledge or otherwise encumber the Marks, or register, exploit or otherwise use in any manner (except to take necessary steps to obtain registration of unassignable Marks) unassignable Marks or otherwise dispute or challenge Assignee's or its assignee's assignment, transfer, sale, registration or use of such unassignable Marks. In the event any such unassignable Marks subsequently become assignable, Assignor shall promptly take all necessary action to assign such Marks to Assignee, upon request thereof by Assignee.

4. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Marks, to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

5. Rights and Royalties. All rights and any income, royalties or payments otherwise due or payable to Assignor with respect to any Marks as of the date hereof or thereafter, will be held and enjoyed by Assignee, its successors, executors and permitted assigns.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

7. Headings. The article and section headings of this Assignment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

8. Governing Law. The law of the State of New York shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment and the exhibits and schedules attached hereto, the determination of any contractual or non-contractual rights, duties or remedies of the parties arising out of or relating to this Assignment and the exhibits and schedules attached hereto, and the performance of the obligations imposed by this Assignment, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.

9. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Assignment or the application of any such provision to any Person or circumstance shall be held to be prohibited by or invalid, illegal or unenforceable under applicable Law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

10. Entire Agreement. This Assignment, the other transaction documents contemplated by the Purchase Agreement and the agreements and documents referred to herein and therein contain the entire agreement and understanding between the Parties hereto and thereto with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings.

11. Amendments; No Waiver. Any provision of this Assignment may be waived or amended if, and only if, such amendment or waiver is in writing and signed by all of the Parties. No failure by any Party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Assignment, or to exercise any right or remedy consequent upon a breach hereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition hereof.

12. No Third Party Beneficiaries. This Assignment is for the sole benefit of the Parties hereto, their successors and permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and such successors and permitted assigns, any legal or equitable rights hereunder.


13. Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile pdf or other electronic signature pages), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

*[Signature pages follow]*

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by its duly authorized representatives effective on the date first written above.

ASSIGNOR:

IBEX OUTDOOR CLOTHING, LLC

By:   
Name: Edward Manning  
Title: Chief Executive Officer

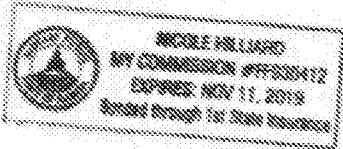
State of FLORIDA )  
County of DUVAL )

ss.:

On this 23<sup>RD</sup> day of FEAR 2018, before me, Michelle Hilliard  
personally appeared EDWARD MANNING, CEO of  
IBEX OUTDOOR CLOTHING, LLC personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same in his authorized capacity and that by his signature on the  
instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

  
Notary Public



[Signature Page to U.S. Trademark Assignment Agreement]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by its duly authorized representatives effective on the date first written above.

ASSIGNEE:

IBX BRANDS LLC

By: [Signature]  
Name: David E. Hazan  
Title: Managing Member

State of New York )  
County of New York )

ss.:

On this 10<sup>th</sup> day of February 2018, before me, Marilyn Feuer personally appeared David E. Hazan, Managing Member of IBX Brands LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]  
Notary Public

MARILYN FEUER  
Notary Public, State of New York  
Registration #02FE6236043  
Qualified in New York County  
Commission Expires Feb. 22, 2019

[Signature Page to U.S. Trademark Assignment Agreement]

**EXHIBIT A**  
**TRADEMARKS**

U.S. Trademarks

Trademark	App Date	App #	Reg Date	Reg #
(DEVICE ONLY)	Feb 13 2001	78048136	Apr 2 2002	2556142
CLIMAWOOL	Jan 15 2002	78102688	Oct 29 2002	2643051
IBEX	Mar 16 2004	78384978	Dec 13 2005	3026796
IBEX	Mar 16 2004	78385078	Sep 20 2005	2997345
WOOL AIRE	Feb 29 2012	85555840	Dec 25 2012	4265756
IBEX	Dec 28 2107	87736457	N/A	N/A

Foreign Trademarks

Jurisdiction	Trademark	App Date	App #	Reg Date	Reg #
Canada	(Device Only)	May 2 2007	1345859	Sep 18 2008	TMA724009
EUTM	(Device Only)	May 27 2008	006978142	Jan 19 2009	006978142
Republic of Korea (South)	(Device Only)	Mar 9 2006	40-2006-12400	Mar 21 2007	40-0703349
Switzerland	IBEX (class 25 only)	Nov 1 2004	57446/2004	Dec 30 2004	P-529346
Canada	IBEX	May 2 2007	1345857	May 15 2008	TMA714389
Republic of Korea (South)	IBEX	Nov 28 2007	40-2007-61015	Aug 24 2010	40-0833953
Austria	IBEX (class 25 only)	Jan 3 2005	841457	Jan 3 2005	841457
Benelux	IBEX (class 25 only)	Jan 3 2005	841457	Jan 3 2005	841457
Bosnia & Herzegovina	IBEX (class 25 only)	Jan 3 2005	841457	Jan 3 2005	841457
Denmark	IBEX (class 25 only)	Jan 3 2005	841457	Jan 3 2005	841457
France	IBEX (class 25 only)	Jan 3 2005	841457	Jan 3 2005	841457
Germany	IBEX (class 25 only)	Jan 3 2005	841457	Jan 3 2005	841457
Italy	IBEX (class 25 only)	Jan 3 2005	841457	Jan 3 2005	841457
Liechtenstein	IBEX (class 25 only)	Jan 3 2005	841457	Jan 3 2005	841457
Norway	IBEX	Aug 17 2017	201710832	N/A	N/A
Slovenia	IBEX (class 25 only)	Jan 3 2005	841457	Jan 3 2005	841457
Spain	IBEX	Jan 3 2005	841457	Jan 3 2005	841457
WIPO	IBEX (class 25 only)	Jan 3 2005	841457	Jan 3 2005	841457
EUTM	IBEX OUTDOOR CLOTHING	Oct 24 2000	001921741	Dec 17 2001	1921741
Japan	IBEX OUTDOOR CLOTHING	May 20 1999	44481/1999	May 26 2000	4385360
Canada	WOOL AIRE	Aug 22 2012	1591203	Feb 21 2014	TMA871896
EUTM	WOOL AIRE	Oct 8 2013	012206058	Mar 6 2014	12206058

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