

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM475743

<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>
Aerogroup International Holdings LLC		03/06/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Aero AG Holdings, LLC		
<b>Street Address:</b>	201 Meadow Road		
<b>City:</b>	Edison		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08817		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2737666	A	
<b>Registration Number:</b>	2914111	A 2	
<b>Registration Number:</b>	4656399	AERGO	
<b>Registration Number:</b>	4656400	AERGO	
<b>Registration Number:</b>	2632787	AEROLOGY	
<b>Registration Number:</b>	2190880	AEROSOLE	
<b>Registration Number:</b>	2836671	AEROSOLE	
<b>Registration Number:</b>	5199292	AEROSOLE	
<b>Registration Number:</b>	1756927	AEROSOLE	
<b>Registration Number:</b>	2648060	AEROSOLE	
<b>Registration Number:</b>	5012578	FASHION THAT FEELS GOOD	
<b>Serial Number:</b>	86438731	FLEXATION	
<b>Registration Number:</b>	1953875		
<b>Registration Number:</b>	4656184	SIGNATURE BY AEROSOLE	
<b>Registration Number:</b>	3225746	STITCH N TURN	
<b>Registration Number:</b>	3225747	STITCH N TURN	
<b>Registration Number:</b>	2055618	WHAT'S WHAT	
<b>Registration Number:</b>	2610621	WHAT'S WHAT	
<b>Registration Number:</b>	5195623	A2	
<b>TRADEMARK</b>			

OP \$490.00 2737666

**CORRESPONDENCE DATA****Fax Number:** 9147234301*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:** 914-723-4300**Email:** tmefs@LSLLP.com**Correspondent Name:** Howard N. Aronson**Address Line 1:** Lackenbach Siegel LLP, 1 Chase Road**Address Line 2:** Lackenbach Siegel Building**Address Line 4:** Scarsdale, NEW YORK 10583-4156

<b>ATTORNEY DOCKET NUMBER:</b>	AEROS.GEN2-Assign 19 TMs
<b>NAME OF SUBMITTER:</b>	Howard N. Aronson
<b>SIGNATURE:</b>	/Howard N. Aronson/
<b>DATE SIGNED:</b>	05/29/2018

**Total Attachments: 6**

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source=Aero 363 Sale - IP Assumption Agreement - Trademarks (EXECUTED) (U.S. marks)#page2.tif

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) as of March 6, 2018, by and among (i) Aero AG Holdings, LLC, a Delaware limited liability company (“Assignee”), and (ii) Aerogroup International, Inc., a New Jersey corporation, AGI HoldCo, Inc., a Delaware corporation, Aerogroup International LLC, a Delaware limited liability company, Aerogroup International Holdings LLC, a Delaware limited liability company, Aerogroup Retail Holdings, Inc., a Delaware corporation and Aerogroup Gift Card Company, Inc., a Virginia corporation (each, individually, an “Assignor”, and, collectively, “Assignors”). (each, individually, an “Assignor”, and, collectively, “Assignors”). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement (as hereinafter defined).

**WHEREAS**, pursuant to that certain Asset Purchase Agreement, dated as of February 20, 2018, by and among Alden Global Capital, LLC, a Delaware limited liability company (“Alden”) and the Assignors (as amended, restated, modified or supplemented from time to time, the “Asset Purchase Agreement”), the Assignors have agreed to sell, assign, transfer, convey and deliver to Alden and/or its Buyer Designees the Purchased Assets, and Alden and/or its Buyer Designees has agreed to acquire all of the right, title and interest of the Assignors in and to the Purchased Assets, including the Trademarks (as defined below); and

**WHEREAS**, in accordance with Section 2.01 of the Asset Purchase Agreement, Alden has assigned to Assignee, as a “Buyer Designee” under the Asset Purchase Agreement, all of its rights or obligations under the Asset Purchase Agreement with respect to this Assignment of Trademarks; and

**WHEREAS**, on February 21, 2018, the Bankruptcy Court entered an order (the “Sale Order”) approving the Sale Transaction, including the sale of the Purchased Assets free and clear of all liens, claims and encumbrances, other than Assumed Liabilities and Permitted Encumbrances; and

**WHEREAS**, pursuant to the terms of the Asset Purchase Agreement, Assignors have agreed to sell, assign, transfer, convey and deliver to Assignee certain Marks, among other assets, and Assignee has agreed to purchase, acquire and accept from Assignors such Marks for the consideration specified in the Asset Purchase Agreement; and

**WHEREAS**, the parties wish to confirm and memorialize their agreement with respect to the assignment, transfer, and conveyance of the Marks to Assignee under the Asset Purchase Agreement, and through this Assignment of Trademarks, the parties are confirming and consummating such transactions contemplated by the Asset Purchase Agreement.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Assignment of Marks. Pursuant to, and on the terms set forth in, the Sale Order and the Asset Purchase Agreement, effective as of the Closing Date, Assignor hereby sells, conveys,

assigns, transfers and sets over to Assignee all of Assignors' right, title and interest of whatever kind in and to the Marks, including the applications and registrations set forth in Schedule 1 hereto (the "Trademarks"), together with (A) the goodwill of the business symbolized thereby; (B) all income, royalties and damages hereafter due or payable to Assignors with respect to the Marks, including without limitation, damages and payments for past or future infringements and misappropriations of the Marks; and (C) all rights to sue for past, present and future infringements or misappropriations of the Marks.

2. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including but not limited to Assignors' representations, warranties, covenants, agreements and indemnities relating to the Assumed Liabilities, are incorporated herein by this reference. Assignors and Assignee acknowledge and agree that the terms and conditions contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

3. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement. The parties further agree that this Agreement may be recorded with the United States Patent and Trademark Office and/or other domestic/foreign government offices to confirm Assignee's ownership of the Marks.

4. Amendment; Waiver. Notwithstanding anything to the contrary, Schedule I may be amended from time to time, with the sole consent and approval of Alden and/or the Buyer Designee, in order to include additional contracts or unexpired leases to such Schedule I following the Closing Date, in accordance with and as contemplated under paragraph 26 of the Sale Order. Other than as set forth in the preceding sentence, this Agreement may not be amended, waived or otherwise modified except by a written instrument signed by Assignors and Alden and/or the Buyer Designee.

5. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties acknowledge and agree that executed signature pages delivered by facsimile or electronic mail shall for all purposes constitute original signature pages.

6. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware without regard to the Law of the conflicts of Law of such State. **THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING TO (i) THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT OR ANY ANCILLARY DOCUMENT EXECUTED PURSUANT HERETO; AND/OR (ii) THE PURCHASED ASSETS AND/OR ASSUMED LIABILITIES, AND THE PARTIES EXPRESSLY CONSENT TO AND AGREE NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION.**

7. No Assignment; No Third Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Assignors nor Assignee without the prior written consent of the other parties hereto and any purported assignment or delegation in violation hereof shall be null and void; provided that Assignee may assign any of its rights and obligations hereunder to an Affiliate (as defined in the Asset Purchase Agreement) of Assignee without any such assignment releasing Assignee from any of its obligations under this Agreement. This Agreement is not intended to, and shall not, confer upon any other person except the parties hereto any rights or remedies hereunder.

8. Entire Agreement. This Agreement together with the Asset Purchase Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, negotiations, representations and proposals, written and oral, relating thereto.

*[Signature page follows]*

IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment and Assumption Agreement as of the date first above written.

**ASSIGNEE:**

**AERO AG HOLDINGS, LLC**

By: \_\_\_\_\_  
Name: Heath Freeman  
Title: President

**ASSIGNORS:**

**AEROGROUP INTERNATIONAL, INC.**

**AGI HOLDCO, INC.**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**AEROGROUP INTERNATIONAL LLC**

**AEROGROUP INTERNATIONAL HOLDINGS LLC**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**AEROGROUP RETAIL HOLDINGS, INC.**

**AEROGROUP GIFT CARD COMPANY, INC.**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:


IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment and Assumption Agreement as of the date first above written.

**ASSIGNEE:**


By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNORS:**

**Aerogroup International, Inc.**

By:  \_\_\_\_\_  
Name: Mark Weinsten  
Title: Chief Restructuring Officer


**AGI HoldCo, Inc.**

By:  \_\_\_\_\_  
Name: Mark Weinsten  
Title: Chief Restructuring Officer

**Aerogroup International LLC**

By:  \_\_\_\_\_  
Name: Mark Weinsten  
Title: Chief Restructuring Officer

**Aerogroup International Holdings LLC**

By:  \_\_\_\_\_  
Name: Mark Weinsten  
Title: Chief Restructuring Officer

**Aerogroup Retail Holdings, Inc.**

By:  \_\_\_\_\_  
Name: Mark Weinsten  
Title: Chief Restructuring Officer

**Aerogroup Gift Card Company, Inc.**

By:  \_\_\_\_\_  
Name: Mark Weinsten  
Title: Chief Restructuring Officer

**Schedule I**

**Trademarks**

*Registered Owner:* AEROGROUP INTERNATIONAL HOLDINGS LLC

<b>Country</b>	<b>Mark</b>	<b>Classes</b>	<b>App. # App. Dt</b>	<b>Reg. # Reg. Dt</b>
United States	A (STYLIZED)	25	76154574	2737666
			10/27/2000	7/15/2003
United States	A2 & DESIGN	25	76368902	2914111
			2/8/2002	12/28/2004
United States	A2 (Stylized)	25	87188049	5195623
			9/29/2016	5/2/2017
United States	AERGO	25	86328037	4656399
			7/3/2014	12/16/2014
United States	AERGO (Stylized)	25	86328084	4656400
			7/3/2014	12/16/2014
United States	AEROLOGY	25	76122939	2632787
			9/7/2000	10/8/2002
United States	AEROSOLE	18	75341964	2190880
			8/15/1997	9/22/1998
United States	AEROSOLE	1, 3, 25, 35	78263253	2836671
			6/17/2003	4/27/2004
United States	AEROSOLE	25	87188195	5199292
			9/29/2016	5/9/2017
United States	AEROSOLE & DESIGN	25	74103178	1756927
			10/4/1990	3/9/1993
United States	AEROSOLE (STYLIZED)	3, 25, 35	76081647	2648060
			6/29/2000	11/12/2002
United States	FASHION THAT FEELS GOOD	25	86852523	5012578
			12/17/2015	8/2/2016
United States	FLEXATION	25	86438731	
			10/29/2014	
United States	SHOE SOLE DESIGN	25	74116881	1953875
			11/19/1990	2/6/1996
United States	SIGNATURE by AEROSOLE	25	86273906	4656184
			5/7/2014	12/16/2014
United States	STITCH N TURN	25	78601136	3225746
			4/4/2005	4/3/2007
United States	STITCH N TURN (HORIZONTAL)	25	78601366	3225747
			4/4/2005	4/3/2007
United States	WHAT'S WHAT	25	75184699	2055618
			10/7/1996	4/22/1997
United States	WHAT'S WHAT (Stylized)	25	76219942	2610621
			3/6/2001	8/20/2002

**TRADEMARK**