

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470135

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kizan International, Inc. d/b/a Louis Raphael		04/03/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Haggar Clothing Co.		
Street Address:	1507 LBJ Freeway		
Internal Address:	Suite 1000		
City:	Farmers Branch		
State/Country:	TEXAS		
Postal Code:	75234		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2450128	BRAGGI	
Registration Number:	1558109	BRAGGI BY LOUIS RAPHAEL	
Registration Number:	5106897	FIVE WAY FLEX TECHNOLOGY	
Registration Number:	2853972	HIDDEN EXTENSION	
Registration Number:	3263645	HIDDEN FLEX	
Registration Number:	1536484	LOUIS RAPHAEL	
Registration Number:	2525797	LOUIS RAPHAEL	
Registration Number:	2815037	LOUIS RAPHAEL ROSSO	
Registration Number:	2561987	WESTHILL	
CORRESPONDENCE DATA			
Fax Number:	2149999009		
<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:	2149691700		
Email:	laura.johnson@tklaw.com		
Correspondent Name:	Thompson & Knight LLP		
Address Line 1:	1722 Routh Street		
Address Line 2:	Suite 1500		

CH \$240.00 2450128

Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	521806.000005
NAME OF SUBMITTER:	Laura Johnson
SIGNATURE:	/Laura Johnson/
DATE SIGNED:	04/17/2018
Total Attachments: 6 source=Project Montana - Intellectual Property Assignment Agreement#page1.tif source=Project Montana - Intellectual Property Assignment Agreement#page2.tif source=Project Montana - Intellectual Property Assignment Agreement#page3.tif source=Project Montana - Intellectual Property Assignment Agreement#page4.tif source=Project Montana - Intellectual Property Assignment Agreement#page5.tif source=Project Montana - Intellectual Property Assignment Agreement#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”) is entered into on April 3, 2018 by and between Kizan International, Inc. d/b/a Louis Raphael, a California corporation (“**Seller**”), and Haggar Clothing Co., a Nevada corporation (“**Buyer**”). Capitalized terms used but not defined herein have the meaning assigned to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Seller, Buyer and Bill S. Kim, an individual, are parties to that certain Asset Purchase Agreement dated as March 28, 2018 (the “**Purchase Agreement**”); and

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer certain intellectual property of Seller, among other assets, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties hereto hereby agree as follows:

AGREEMENT

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following intellectual property (the “**Assigned IP**”):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all copyright registrations and applications for registration of Seller and all issuances, extensions, and renewals thereof;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and

delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

**KIZAN INTERNATIONAL, INC. D/B/A
LOUIS RAPHAEL**

By: Bill S. Kim 4/2/2018
Name: Bill S. Kim
Title: Chairman and Chief Executive Officer

Address for Notices:
Kizan International, Inc. d/b/a Louis Raphael
100 W. Hill Drive
Brisbane, California 94005
Attention: Bill S. Kim

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)SS.
COUNTY OF _____)

On the ____ day of April, 2018, before me personally appeared Bill S. Kim, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing IP Assignment, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as Chairman and Chief Executive Officer of Kizan International, Inc. d/b/a Louis Raphael, the corporation herein described, and acknowledged the instrument to be the free act and deed of Kizan International, Inc. d/b/a Louis Raphael for the uses and purposes set forth herein.

See Attached California
Notary Public
Printed Name: Acknowledgment Form

My Commission Expires:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo

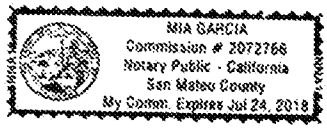
On April 2, 2018 before me, Mia Garcia, Notary Public
(insert name and title of the officer)

personally appeared Bill See Kim
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



AGREED TO AND ACCEPTED:

HAGGAR CLOTHING CO.

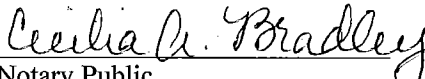
By: 
Name: Michael Stitt
Title: Chief Executive Officer

Address for Notices:
Haggar Clothing Co.
1507 LBJ Freeway, Suite 1000
Farmers Branch, Texas 75234
Attention: General Counsel

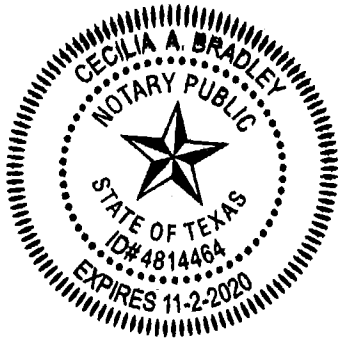
ACKNOWLEDGMENT

STATE OF TEXAS)
)SS.
COUNTY OF Dallas)

On the 3rd day of April, 2018, before me personally appeared Michael Stitt, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing IP Assignment, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Executive Officer of Haggar Clothing Co., the corporation herein described, and acknowledged the instrument to be the free act and deed of Haggar Clothing Co. for the uses and purposes mentioned in the instrument.


Notary Public
Printed Name: Cecilia A. Bradley

My Commission Expires: November 2, 2020



SCHEDULE 1**ASSIGNED TRADEMARK REGISTRATIONS**

Trademark	Country	Int'l Class	Serial No.	Registr. No.
Louis Raphael	Canada	025, 035	1767143	TMA979029
Louis Raphael	China	025	94050176	835731
Louis Raphael	Hong Kong	025	2283/97	3730/1998
Louis Raphael	Indonesia	025	R35238/2016	IDM000075156
Louis Raphael	Malaysia	025	96014225	96014225
Louis Raphael	Mexico	05, 09, 10, 16, 18, 21, 25, 39	245648	339235
Braggi	USA	025	75/800871	2450128
Braggi by Louis Raphael	USA	025	73/746072	1558109
Five Way Flex Technology	USA	025	87/110818	5106897
Hidden Extension	USA	025	78/275758	2853972
Hidden Flex	USA	025	78/825774	3263645
Louis Raphael	USA	025	73/746045	1536484
Louis Raphael	USA	025	75/801067	2525797
Louis Raphael Rosso	USA	025	78/205502	2815037
Westhill	USA	025	78/055775	2561987