

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485601

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Leg Apparel, LLC		07/05/2018	Limited Liability Company: NEW JERSEY
Amiee Lynn Inc.		07/05/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	McCubbin Hosiery LLC		
Street Address:	5310 NW 5th Street		
City:	Oklahoma City		
State/Country:	OKLAHOMA		
Postal Code:	73127		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3936354	MODERN HERITAGE	
Registration Number:	4042808	MODERN HERITAGE	
Registration Number:	4049958	MODERN HERITAGE	
Serial Number:	87292102	MODERN HERITAGE	
Serial Number:	87471803	CALVIN + CARTER	
Serial Number:	87666193	ALL GAME	
Serial Number:	87418784	ALL GAME	
Serial Number:	87704629	RANSOM & BOND MOST WANTED ARRESTING LOOK	
Registration Number:	5303624	THE PERFECT LIFT LEGGING	
Registration Number:	5038273	LEG APPAREL	
Registration Number:	4999740	COLD AND FLU SEASON SOCKS	
Registration Number:	4910243	BOX OF SOCKS	
Registration Number:	4910242	BOX OF SOX	
Registration Number:	4903164	FIFTH AVENUE HOSIERY	
Registration Number:	4899665	FIFTH AVENUE HOSIERY	
Registration Number:	4778068	SOCK MARKET	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$415.00 3936354

Fax Number: 2156562498

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: 215-656-3381

Email: pto.phil@dlapiper.com

Correspondent Name: IP GROUP OF DLA PIPER LLP (US)

Address Line 1: ONE LIBERTY PLACE

Address Line 2: 1650 MARKET ST. SUITE 4900

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Darius C. Gambino
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SIGNATURE:	/Darius C. Gambino/
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DATE SIGNED:	08/10/2018
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Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Agreement”), effective as of July 5, 2018 (the “Effective Date”), is by and between McCubbin Hosiery LLC, a Delaware limited liability company (“Assignee”), and Leg Apparel, LLC, a New Jersey limited liability company, and Amiee Lynn Inc., a New York corporation (collectively, “Assignor”).

Recitals

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”; all capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement), pursuant to which, among other things, Assignor has agreed to assign all of its rights, title and interests in, (i) the trademarks listed on **Schedule A** attached hereto (all such trademarks, registrations and applications, collectively, the “Trademarks”), (ii) the copyrights set forth on **Schedule B** (all such copyrights, copyright registrations and copyright applications, collectively, the “Copyrights”), and (iii) the domain names set forth on **Schedule C** (the “Domain Names”) (collectively the Trademarks, Copyrights, and Domain Names being designated the “Assigned IP”).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Subject to the terms and conditions of the Purchase Agreement, and for the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all of Assignor’s right, title and interest in and to the Assigned IP and the registrations and applications therefor, including any and all renewals, extensions, continuations, restorations and reversions thereof, in the United States and throughout the world together with the goodwill of the business symbolized by the Assigned IP, along with the right to sue and recover for, and the right to profits, penalties or damages due or accrued, arising out of or in connection with any and all past, present and future infringements or dilution of or damage or injury to the Assigned IP or such represented goodwill, in each case, subject to the terms and conditions of the Agreement. To the extent that any of the Trademarks constitute “intent to use” applications filed in the US Trademark Office, Assignor and Assignee hereby agree and acknowledge that such Trademarks are being assigned with all or substantially all of the Assignor’s business relating to the respective Trademark.

2. Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform other reasonable acts Assignee may require in order to vest all of Assignor’s right, title and interest in and to the Assigned IP in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and

indemnities are incorporated herein by this reference. The parties hereto acknowledge and agree that 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. No Implied Rights in Third Parties. Nothing expressed or implied in this Agreement is intended to confer upon any person, other than the parties hereto, or their respective successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

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

6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

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

8. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

9. Amendments. This Agreement may not be modified except by an instrument in writing signed by the duly authorized representatives of the parties hereto.

10. Entire Agreement. This Agreement, together with the Purchase Agreement, constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, proposals or representations, written or oral, between the parties hereto relating to the subject matter hereof.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

ASSIGNEE:

MCCUBBIN HOSIERY LLC,
a Delaware limited liability company

By: David McCubbin
Name: David McCubbin
Title: President

ASSIGNOR:

LEG APPAREL, LLC,
a New Jersey limited liability company

By: _____
Name: Steven Spolansky
Title: President

AMIEE LYNN INC.,
a New York corporation

By: _____
Name: Steven Spolansky
Title: Chief Executive Officer

Signature Page to Intellectual Property Assignment Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

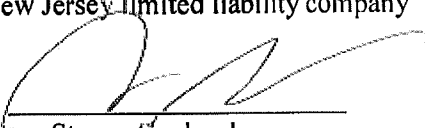
ASSIGNEE:

MCCUBBIN HOSIERY LLC,
a Delaware limited liability company

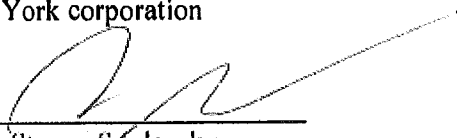
By: _____
Name: David McCubbin
Title: President

ASSIGNOR:

LEG APPAREL, LLC,
a New Jersey limited liability company

By:  _____
Name: Steven Spolansky
Title: President

AMIEE LYNN INC.,
a New York corporation

By:  _____
Name: Steven Spolansky
Title: Chief Executive Officer

Schedule A

Registered Trademarks & Pending Applications

Mark	Country	Reg. No./App. No.	Class	Actual Owner
Modern Heritage (and Design) MODERN HERITAGE	USA	3936354	25	Amiee Lynn Inc.
Modern Heritage (and Design) MODERN HERITAGE	USA	4042808	25	Amiee Lynn Inc.
Modern Heritage (and Design) MODERN HERITAGE	USA	4049958	14, 26	Amiee Lynn Inc.
Modern Heritage (and Design) MODERN HERITAGE	USA	87/292,102 (Pending)	25	Amiee Lynn Inc.
Modern Heritage (and Design) MODERN HERITAGE	International /Madrid	1354926	25	Amiee Lynn Inc.
Modern Heritage (and Design) MODERN HERITAGE	International /Madrid	1357883	14, 25, 26	Amiee Lynn Inc.

Modern Heritage (and Design) MODERN HERITAGE	International /Madrid	1355007	20, 24	Amiee Lynn Inc.
Modern Heritage (and Design) MODERN HERITAGE	Canada	1820708 (Pending)	14, 20, 24, 25, 26	Amiee Lynn Inc.
CALVIN + CARTER (And Design)	USA	87/471803 (Pending)	25	Amiee Lynn Inc.
ALL GAME	USA	87/666193 (Pending)	25	Amiee Lynn Inc.
ALL GAME	USA	87/418784 (Pending)	25	Amiee Lynn Inc.
RANSOM & BOND MOST WANTED ARRESTING LOOKS MEN'S CREW SOCKS (And Design)	USA	87/704629 (Pending)	14, 25	Amiee Lynn Inc.
THE PERFECT LIFT LEGGING	USA	5303624	25	Amiee Lynn Inc.
THE PERFECT LIFT LEGGING	Canada	1819337 (Pending)	25	Amiee Lynn Inc.
LEG APPAREL (And Design)	USA	5038273	25	Amiee Lynn Inc.
COLD AND FLU SEASON SOCKS	USA	4999740	25	Amiee Lynn Inc.
BOX OF SOCKS	USA	4910243	25	Amiee Lynn Inc.
BOX OF SOX	USA	4910242	25	Amiee Lynn Inc.
FIFTH AVENUE HOSIERY	USA	4903164	25	Amiee Lynn Inc.

FIFTH AVENUE HOSIERY	USA	4899665	25	Amiee Lynn Inc.
SOCK MARKET	USA	4778068	25	Amiee Lynn Inc.

Common Law Marks

1. LEG APPAREL (for hosiery) – owner Leg Apparel, LLC

Schedule B

Copyrights

None.

Schedule C

Domain Names

1. www.legapparel.com (owner Leg Apparel, LLC)