

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM482748

<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>
Nine West Development LLC		07/03/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ABG-Nine West, LLC		
<b>Street Address:</b>	1411 Broadway, Fourth Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 60</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	86014772	9&CO.	
Serial Number:	74079469	9 & CO.	
Serial Number:	86306806	9	
Serial Number:	85598353	9 LOVES	
Serial Number:	73204922	9 WEST	
Serial Number:	86103086	9W	
Serial Number:	86103235	9W	
Serial Number:	85663750	9W	
Serial Number:	86103265	9W	
Serial Number:	85866007	9W LOVES	
Serial Number:	85814739	9W WE DO SHOE	
Serial Number:	87402727	9X NINE WEST	
Serial Number:	87133672	9X9 TECHNOLOGY	
Serial Number:	87133602	9 X 9 TECHNOLOGY	
Serial Number:	87189367	BB BANDOLINO	
Serial Number:	85037835	B FLEXIBLE BY BANDOLINO	
Serial Number:	72096126	BANDOLINO	
Serial Number:	78134069	BANDOLINO	
Serial Number:	86654504	BANDOLINO BLACK LABEL	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87187599	BANDOLINO
Serial Number:	75226596	CLOUD 9
Serial Number:	85602368	FASHION STEPS FOR A CAUSE
Serial Number:	85976406	LOVE FURY
Serial Number:	85976403	LOVE FURY
Serial Number:	85236306	LOVE FURY
Serial Number:	85492652	LOVE FURY KISS
Serial Number:	85493090	LOVE FURY
Serial Number:	78063564	NINE & CO.
Serial Number:	78063407	NINE & CO.
Serial Number:	87505521	NINE & CO.
Serial Number:	87453736	NINE WEST
Serial Number:	74245243	NINE WEST
Serial Number:	75938942	NINE WEST
Serial Number:	75013127	NINE WEST
Serial Number:	75076480	NINE WEST
Serial Number:	75206142	NINE WEST
Serial Number:	75535075	NINE WEST
Serial Number:	75542257	NINE WEST
Serial Number:	75612495	NINE WEST
Serial Number:	85341898	NINE WEST
Serial Number:	87505486	NINE WEST
Serial Number:	87289095	NINE WEST
Serial Number:	74355985	NINE WEST
Serial Number:	85020312	RUNWAY RELIEF NINE WEST
Serial Number:	85605341	NINE WEST VINTAGE AMERICA COLLECTION
Serial Number:	87162087	NINE WEST VINTAGE AMERICA COLLECTION
Serial Number:	87162110	NINE WEST VINTAGE AMERICA COLLECTION
Serial Number:	87897278	NINE WEST VINTAGE AMERICA COLLECTION
Serial Number:	87897233	NINE WEST VINTAGE AMERICA COLLECTION
Serial Number:	77919496	NINE WEST VINTAGE AMERICA COLLECTION
Serial Number:	75625945	NINEWEST.COM
Serial Number:	86573857	PUMPROCKERS
Serial Number:	86573886	PUMPROCKERS
Serial Number:	86700660	PUMPROCKERS
Serial Number:	85834749	QUINTES-SACHEL
Serial Number:	85521003	SHOELABORATIONS
Serial Number:	85602396	STEPS FOR A CAUSE

Property Type	Number	Word Mark
Serial Number:	85721829	THE WORLD ACCORDING TO 9
Serial Number:	78123671	WESTIES
Serial Number:	74511720	WESTIES

# **CORRESPONDENCE DATA**

## **Fax Number:**

*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:** 6464909839

**Email:** trademark@abg-nyc.com

**Correspondent Name:** Bridgette Fitzpatrick

**Address Line 1:** 1411 Broadway, Fourth Floor

**Address Line 4:** New York, NEW YORK 10018

<b>NAME OF SUBMITTER:</b>	Bridgette Fitzpatrick
<b>SIGNATURE:</b>	/Bridgette Fitzpatrick/
<b>DATE SIGNED:</b>	07/20/2018

## **Total Attachments: 9**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), is entered into as of July 3, 2018 by and between ABG-Nine West, LLC, a Delaware limited liability company ("Assignee") and each other Person that is a signatory hereto (each, an "Assignor" and collectively, "Assignors").

WHEREAS, this Assignment is made and entered into in connection with the Closing of the transactions contemplated by that certain Asset Purchase Agreement, dated as of June 27, 2018 (as amended, restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof, the "Purchase Agreement"), by and among Assignee and each other Person that is a signatory thereto, including, without limitation, Assignors, which provides, subject to the terms and conditions set forth therein, effective as of the Closing, for the sale, transfer, assignment, conveyance and delivery by Assignors to Assignee of all of Assignors' right, title and interest in and to all Transferred Intellectual Property (as such term is defined in the Purchase Agreement), on the terms set forth in the Purchase Agreement;

WHEREAS, this Assignment is being executed and delivered by the parties hereto contemporaneously with the Closing under the Purchase Agreement;

WHEREAS, the Transferred Intellectual Property includes all of Assignors' direct or indirect right, title and interest in, to and under certain assets, including, without limitation, rights associated with trademarks (whether registered, unregistered or pending), trade dress, service marks, service names, trade names, brand names, product names, logos, domain names, internet rights (including, without limitation IP addresses and AS numbers), corporate names, fictitious names, other names, symbols (including business symbols), slogans, translations of any of the foregoing and any foreign or international equivalent of any of the foregoing and all goodwill associated therewith and (to the extent transferable by law) any applications and/or registrations in connection with the foregoing and all advertising and marketing collateral including any of the foregoing, including, without limitation, the registered trademarks and trademark applications identified on Schedule A attached hereto (collectively, the "Assigned Trademarks");

WHEREAS, in accordance with the Purchase Agreement, Assignor desires to assign and Assignee desires to acquire the Assigned Trademarks, including all goodwill associated therewith and symbolized thereby.

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

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment. Assignors do hereby sell, assign, convey, transfer and deliver to Assignee, its successors and assigns, free and clear of all Encumbrances, (a) all of Assignor's worldwide right, title and interest in, to and under, including any and all common law

rights thereto, the Assigned Trademarks, including, without limitation, any registrations, applications, renewals and extensions therefor, together with the ongoing and existing business of Assignor to which the Assigned Trademarks pertain and the goodwill associated with the Assigned Trademarks and symbolized thereby, effective as of the date hereof; and (b) all other rights accruing thereunder or pertaining thereto in any jurisdiction throughout the world for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as full and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including: (i) claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, misappropriation, dilution, conflict with or other violation of any of the foregoing, and all income, royalties or payments due or payable as of the date hereof or hereafter in respect of any of the foregoing and (ii) rights to apply in any or all countries of the world for trademark protection for the Assigned Trademarks, in each case, effective as of the date hereof. Together with Assignors' worldwide right, title and interest in and to each of the Assigned Trademarks, as well as the goodwill of the business associated with said Assigned Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Assigned Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Assigned Trademarks.

3. Authorization and Recordation. Assignors hereby authorize and request the Commissioner for Patents and Trademarks and any other applicable governmental authority or registrar to record and register Assignee as the owner of the Assigned Trademarks, and to issue any and all Assigned Trademarks to Assignee, as assignee of all of Assignor's right, title and interest in and to the Assigned Trademarks. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect ownership of the Assigned Trademarks.

4. Governing Law. All issues and questions concerning the formation, existence, termination, construction, validity, enforcement and interpretation of this Assignment will be governed by, and construed in accordance with, the laws of the State of New York 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.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Such counterparts may be delivered in electronic format (including by fax and electronic mail).

6. Purchase Agreement. This Assignment is being executed and delivered pursuant to the Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Purchase Agreement, all of which shall survive the delivery of this Assignment to the extent provided in the Purchase

Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms and conditions of the Purchase Agreement, the Purchase Agreement will govern.

7. Further Assurances. In accordance with the Purchase Agreement, without further consideration, each Assignor hereby agrees, for itself and its successors and assigns, to promptly execute and deliver, or promptly cause to be executed and delivered, all such further documents or perform all affirmative acts which may be necessary or desirable to record or perfect the above-described transfer of Assigned Trademarks, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office (including executing, acknowledging and delivering to Assignee such further assurances, deeds, assignments, powers of attorney, bills of sale, consents and other instruments and documents as Assignee may reasonably request) in order to more fully consummate the transactions contemplated herein and in order to more effectively vest, transfer, and confirm the right, title and interest of Assignee in the Assigned Trademarks. Assignors hereby grant to the designated attorneys of Assignee the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the trademark office of any other country throughout the world, provided that Assignee has given Assignors prior notice of the insertion of such further identification.

8. Closing. This Assignment is effective as of the Closing.

9. Severability; Amendment. Any provision in this Assignment which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof. This Assignment may not be amended except by execution and delivery of an instrument in writing signed by officers of Assignee and Assignors on behalf of Assignee and Assignors, respectively.

10. Notices. Any notice given pursuant to this Assignment shall be given in the same manner and addressed to the intended recipient as set forth in Section 10.7 of the Purchase Agreement.

*[Remainder of page intentionally left blank; signature page to follow.]*

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Assignment as of the date first above written.

ASSIGNOR:

NINE WEST DEVELOPMENT LLC  
NINE WEST HOLDINGS INC.

By: 


Name: Ralph A. Schipani

Title: President

*[Signature Page to Trademark Assignment Agreement]*

ASSIGNEE:

ABG-NINE WEST, LLC

By:   
Name: Jay Dubiner  
Title: General Counsel



TRADEMARK	APPLICATION NO	REGISTRATION NO	INT. CLASSES	TRADEMARK STATUS
9 & CO.	86014772	4455153	9	Registered
9 & CO.	74079469	1724670	25	Registered
9 Hexagon Logo	86306806	4733447	18	Registered
9 LOVES Stylized	85598353	4343904	35	Registered
9 WEST	73204922	1170312	25	Registered
9W	86103086	4525884	18	Registered
9W	86103235	4525885	14	Registered
9W	85663750	4568837	25	Registered
9W	86103265	4660817	9	Registered
9W LOVES	85866007	4464077	35	Registered
9W WE DO SHOE	85814739	4380226	35	Registered
9X NINE WEST	87402727		25	Pending
9X9 TECHNOLOGY	87133672	5219929	25	Registered
9X9 TECHNOLOGY and Design	87133602	5215359	25	Registered
B BANDOLINO and Design	87189367	5318475	25	Registered

B FLEXIBLE BY BANDOLINO	85037835	4347076	25	Registered
BANDOLINO	72096126	715486	25	Registered
BANDOLINO	78134069	2872569	25	Registered
BANDOLINO BLACK LABEL	86654504		25	Pending
BANDOLINO Stylized (Version 3)	87187599	5191286	25	Registered
CLOUD 9	75226596	2797957	25	Registered
FASHION STEPS FOR A CAUSE	85602368	4210177	35	Registered
LOVE FURY	85976406	4137066	3	Registered
LOVE FURY	85976403	4129914	25	Registered
LOVE FURY	85236306	4485502	3	Registered
LOVE FURY KISS	85492652	4455586	3	Registered
LOVE FURY Stylized	85493090	4269578	3	Registered
NINE & CO.	78063564	2619058	25	Registered
NINE & CO.	78063407	2760248	18	Registered
NINE & CO.	87505521		25	Pending

NINE WEST	87453736	5317232	18	Registered
NINE WEST	74245243	1775652	18, 25, 42	Registered
NINE WEST	75938942	2518612	25	Registered
NINE WEST	75013127	2133086	9, 25	Registered
NINE WEST	75076480	2246350	9	Registered
NINE WEST	75206142	2198938	14	Registered
NINE WEST	75535075	2322474	14	Registered
NINE WEST	75542257	2272307	25	Registered
NINE WEST	75612495	2571795	1, 3, 21	Registered
NINE WEST	85341898	4101724	9	Registered
NINE WEST	87505486		25	Pending
NINE WEST	87289095		3	Pending
NINE WEST Logo	74355985	1829417	42	Registered
NINE WEST RUNWAY RELIEF	85020312	4150684	35	Registered
NINE WEST VINTAGE AMERICA	85605341	4318749	35	Registered

NINE WEST VINTAGE AMERICA	87162087		25	Pending
NINE WEST VINTAGE AMERICA	87162110		18	Pending
NINE WEST VINTAGE AMERICA COLLECTION	87897278		25	Pending
NINE WEST VINTAGE AMERICA COLLECTION	87897233		14	Pending
NINE WEST VINTAGE AMERICA COLLECTION Stylized	77919496	4042684	14	Registered
NINEWEST.COM	75625945	2394900	35	Registered
PUMPROCKERS	86573857		25	Pending
PUMPROCKERS	86573886		35	Pending
PUMPROCKERS	86700660	4953115	45	Registered
QUINTES-SACHEL	85834749	4523033	18	Registered
SHOELABORATIONS	85521003	4310315	35	Registered
STEPS FOR A CAUSE	85602396	4253756	35	Registered
THE WORLD ACCORDING TO 9	85721829	4309171	35	Registered
WESTIES	78123671	2693491	35	Registered
WESTIES Stylized	74511720	1973317	25, 42	Registered