

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491636

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The H Company IP, LLC		12/22/2014	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	H Licensing, LLC		
Street Address:	1333 Broadway		
Internal Address:	10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5530515	H BY HALSTON	
CORRESPONDENCE DATA			
Fax Number:	2158325767		
<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:	215-569-5767		
Email:	perry@blankrome.com		
Correspondent Name:	David M. Perry		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	David M. Perry		
SIGNATURE:	/David M. Perry/		
DATE SIGNED:	09/27/2018		
Total Attachments: 3			
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UNITED STATES TRADEMARK ASSIGNMENT

WHEREAS, The H Company IP, LLC (“Assignor”) is the owner of the United States trademark registration listed on Schedule A attached hereto (the “Mark”);

WHEREAS, H Licensing, LLC, a Delaware limited liability company (“Assignee”) having a place of business at 1333 Broadway, 10th Floor, New York, New York 10018, is desirous of acquiring the Mark and the goodwill associated therewith;

WHEREAS, Assignor has entered into a certain Asset Purchase Agreement dated December 22, 2014 by and among Assignor, Assignee, and XCel Brands, Inc. (the “Purchase Agreement”); and

WHEREAS, pursuant to the Purchase Agreement, among other things, the parties hereto are to execute and deliver this United States Trademark Assignment in connection with the transactions contemplated thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee all of Assignor’s right, title and interest in and to the Mark, together with the goodwill symbolized by such Mark, and the right to sue for and take action with respect to past infringements.

Assignor and Assignee agree that this United States Trademark Assignment is subject to the terms and conditions of the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have signed this Assignment
as dated below.

ASSIGNOR:

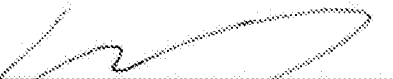
THE H COMPANY IP, LLC

By: 
Benjamin Malka
Chief Executive Officer

Date: 9/20/2018

ASSIGNEE:

H LICENSING, LLC

By: 
Seth Burroughs
Executive Vice President

Date: 9/7/2018

SCHEDULE A

The Mark

Mark Name	Reg. No.	Owner	Class No.	Goods	Registration Date	Status
H BY HALSTON	5,530,515	The H Company IP, LLC	18	Leather and imitations of leather, and goods made of these materials and not included in other classes, namely, handbags, carrying cases, wallets, attaché cases, briefcases, tote bags, luggage, knapsacks, change purses, business and credit card cases and holders, pouches; all-purpose sports and athletic bags; beach, book, carry-on, duffel, diaper, gym, leather shopping, shoulder, tote and travel bags; fanny packs and waist packs; backpacks; knapsacks; purses; satchels; business tote bags; wallets; messenger bags, handbags.	July 31, 2018	Registered