

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM497368

<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>
Bernard Chaus, Inc.		11/02/2018	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Chaus IPCo, 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: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4512775	1.STATE	
<b>Registration Number:</b>	5321631	CHAUS	
<b>Registration Number:</b>	4598266	C H A U S N E W Y O R K	
<b>Registration Number:</b>	4598265	CHAUS NEW YORK	
<b>Registration Number:</b>	2418302	JOSEPHINE CHAUS	
<b>Registration Number:</b>	4512774	CECE BY CYNTHIA STEFFE	
<b>Registration Number:</b>	2224693	CYNTHIA CYNTHIA STEFFE	
<b>Registration Number:</b>	1569876	CYNTHIA STEFFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	6464909839		
<b>Email:</b>	trademark@abg-nyc.com		
<b>Correspondent Name:</b>	Bridgette Fitzpatrick		
<b>Address Line 1:</b>	1411 Broadway, Fourth Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>NAME OF SUBMITTER:</b>	Bridgette Fitzpatrick		
<b>SIGNATURE:</b>	/Bridgette Fitzpatrick/		

OP \$215.00 4512775

<b>DATE SIGNED:</b>	11/08/2018
---------------------	------------

**Total Attachments: 7**

- source=Chaus US attachment #page1.tif
- source=Chaus US attachment #page2.tif
- source=Chaus US attachment #page3.tif
- source=Chaus US attachment #page4.tif
- source=Chaus US attachment #page5.tif
- source=Chaus US attachment #page6.tif
- source=Chaus US attachment #page7.tif

**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of November 2, 2018, is made by and between Bernard Chaus, Inc., a New York corporation having an address at 530 Seventh Ave., 18<sup>th</sup> Floor, New York, NY 10018 (the "Assignor") and Chaus IPCo, LLC, a Delaware limited liability company having an address at 411 West Putnam Avenue, Greenwich, CT 06830 (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor and the Assignee entered into that certain Contribution Agreement, dated as of November 2, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Contribution Agreement"); and

WHEREAS, pursuant to the Contribution Agreement, the Assignor hereby agrees to sell, assign, transfer and deliver to the Assignee, and the Assignee hereby agrees to purchase and acquire from the Assignor, all of the Assignor's right, title and interest in, to and under the Trademarks listed in Schedule 1 hereto, together with all goodwill of any business associated therewith (the "Assigned Trademarks").

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein and in the Contribution Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. Capitalized terms used herein and not defined herein have the meanings set forth in the Contribution Agreement.

Section 2. Assignment. The Assignor hereby sells, transfers, conveys, assigns and delivers to the Assignee, and the Assignee hereby purchases, assumes and accepts from the Assignor, all of the Assignor's right, title and interest in, to and under the Assigned Trademarks, including without limitation, (a) all income, royalties, profits, and damages related thereto; (b) the right, if any, to register, prosecute, maintain and defend the Assigned Trademarks before any public or private agency or registrar; (c) the right to bring actions, defend against or otherwise recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations of the Assigned Trademarks, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations; and (d) the right to fully and entirely stand in the place of the Assignor in all matters related thereto.

Section 3. Governing Law. Any disputes arising out of or relating to this Agreement, including, without limitation, to its execution, performance or enforcement, shall be governed by, and construed in accordance with, the Laws of the State of New York, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws thereof.

Section 4. Entire Agreement. This Agreement, together with the Contribution Agreement, and the Exhibits and Schedules hereto and thereto, contain the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the parties hereto with respect to the subject matter hereof other than those set forth or referred to herein or therein. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any party hereto, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of each party hereto. The parties hereto intend that this Agreement is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Contribution Agreement, which govern the parties' rights and interests in the Assigned Trademarks. In the event of a conflict between this Agreement and the Contribution Agreement, the terms of the Contribution Agreement shall govern.

Section 5. Counterparts. This Agreement may be executed in one or more counterparts, all of which counterparts shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party. This Agreement may be executed by facsimile or PDF signature and scanned and exchanged by electronic mail, and such facsimile or PDF signature or scanned and exchanged copies shall constitute an original for all purposes.

*[remainder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNOR:

BERNARD CHAUS, INC.

By: 

Name: Ariel Chaus  
Title: Chief Executive Officer

ASSIGNEE:

CHAUS IPCO, LLC

By: \_\_\_\_\_

Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

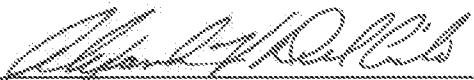
ASSIGNOR:

BERNARD CHAUS, INC.

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

ASSIGNEE:

CHAUS IPCO, LLC

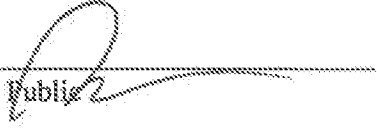
By:  \_\_\_\_\_  
Name: Alexander Del Cielo  
Title: Chief Executive Officer

STATE OF NEW YORK )

: ss.:

COUNTY OF NEW YORK )

On the 2nd day of November, 2018, before me the undersigned, personally appeared Melchior V. Del Cielo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public 

REYOUNG KIM  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02KI0304313  
Qualified in New York County  
My Commission Expires 09-11-2021

SCHEDULE 1

UNITED STATES TRADEMARKS AND PENDING APPLICATIONS

[Schedule 1 to Trademark Assignment Agreement]



TRADEMARK	APPLICATION NO	REGISTRATION NO	INT. CLASSES	TRADEMARK STATUS
1.STATE	86/022,440	4,512,775	25	Registered
CHAUS	87/350,637	5,321,631	25	Registered
CHAUS NEW YORK Stylized	85/933,969	4,598,266	25	Registered
CHAUS NEW YORK and Crown Design	85/933,962	4,598,265	25	Registered
JOSEPHINE CHAUS	75/653,315	2,418,302	25	Registered
CECE BY CYNTHIA STEFFE	86/022,434	4,512,774	25	Registered
CYNTHIA CYNTHIA STEFFE	75/234,102	2,224,693	25	Registered
CYNTHIA STEFFE	73/795,157	1,569,876	25	Registered