

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497372

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hot On Time LLC		11/02/2018	Limited Liability Company: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Camuto IPCo, LLC		
Street Address:	1411 Broadway, Fourth 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:	2792933	ARTURO CHIANG	
CORRESPONDENCE DATA			
Fax Number:			
<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:	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		
NAME OF SUBMITTER:	Bridgette Fitzpatrick		
SIGNATURE:	/Bridgette Fitzpatrick/		
DATE SIGNED:	11/08/2018		
Total Attachments: 5			
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OP \$40.00 2792933

ASSIGNMENT OF UNITED STATES TRADEMARK

This ASSIGNMENT OF UNITED STATES TRADEMARK (this "Agreement") is dated as of November 2, 2018 ("Effective Date"), between Hot On Time LLC, a Connecticut limited liability company ("Assignor"), and Camuto IPCo, LLC, a Delaware limited liability company ("Camuto IPCo"), and collectively with Assignor, the "Parties").

RECITALS:

WHEREAS, Camuto Consulting Inc., a Connecticut corporation ("Consulting"), has entered into a Securities Purchase Agreement (the "Purchase Agreement"), dated as of October 10, 2018, by and among DSW Shoe Warehouse, Inc., a Missouri corporation ("HoldCo"); ABG-Camuto, LLC, a Delaware limited liability company ("Buyer IPCo" and, together with HoldCo, "Buyers"); Consulting; Camuto Group LLC, a Delaware limited liability company ("Camuto Group"); the Camuto Owners (as defined therein); Clear Thinking Group LLC, in the person of Stuart H. Kessler, solely in its capacity as Sellers' Representative; and, solely with respect to Sections 5.4(d), 10.1 and 10.13 thereof, each of DSW Inc., an Ohio corporation, and Authentic Brands Group LLC, a Delaware limited liability company. Capitalized terms used herein and not defined herein have the meanings set forth in the Purchase Agreement;

WHEREAS, Assignor is the owner of the ARTURO CHIANG Trademark, including the registrations and applications in the United States set forth on Schedule A attached hereto, and including (i) all goodwill appurtenant to such Trademark and (ii) the exclusive rights to (x) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of such Trademark, (y) apply for, make filings with respect to and maintain all registrations, renewals and extensions of such Trademark, and (z) all other rights of any kind whatsoever of Assignor in or to such Trademark (collectively, such rights and property set forth in this recital, the "Assigned Trademark");

WHEREAS, Assignor has agreed to assign to Camuto IPCo all of Assignor's right, title, and interest in, to and under the Assigned Trademark;

WHEREAS, Camuto IPCo wishes to assume all of Assignor's rights, obligations and liabilities with respect to the Assigned Trademark;

WHEREAS, pursuant to certain transactions contemplated by the Purchase Agreement, (i) CCI Operations LLC, an Ohio limited liability company ("CCI Operations"), will acquire substantially all of the assets, including all of Assignor's equity interests, of Consulting, other than the Assigned Trademark and certain other Intellectual Property Rights; (ii) Camuto IPCo will acquire substantially all of the Intellectual Property Rights of Consulting; (iii) Camuto LLC will acquire substantially all of the assets of Camuto Group; (iv) Buyer IPCo will acquire Camuto IPCo; (v) HoldCo will acquire CCI Operations and Camuto LLC; (vi) Buyer IPCo will grant to Camuto LLC and certain of its affiliates, including CCI Operations, a license to certain Trademarks and other Intellectual Property Rights, including the Assigned Trademark; and (vii) Camuto LLC and its licensed affiliates, including CCI Operations, will continue the business of Consulting and Camuto Group, including the marketing and sale of products, in

substantially the same manner, with the same quality standards, and under the same Trademarks, as such products were marketed and sold prior to the assignment of the Assigned Trademark; and

WHEREAS, Camuto IPCo and Assignor desire to execute an instrument of assignment for purposes of transferring the Assigned Trademark and recording the assignment of the Trademarks with the United States Patent and Trademark Office.

AGREEMENT:

NOW THEREFORE, good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor does hereby irrevocably sell, assign, convey and transfer to Camuto IPCo all its rights, title and interests (whether statutory, common law or otherwise) in and to the Assigned Trademark.

2. At Camuto IPCo's reasonable request and expense, each Party agrees to execute and deliver such other documents and to take such other actions as the other may reasonably request in order to effectuate the purposes of this Agreement and to consummate the actions contemplated hereby, including the execution of any assignment agreement as may be necessary to record and effectuate the assignment contemplated herein with the United States Patent and Trademark Office. Assignor irrevocably grants to Camuto IPCo a power of attorney, coupled with an interest, to execute and deliver all such assignments on Assignor's behalf and in Assignor's name and do all other lawfully permitted acts reasonably required to carry out the provisions of this Section 2 if Assignor does not comply with Camuto IPCo's reasonable written requests within a reasonable time after any Camuto IPCo makes such a request.

3. Subject to the terms and conditions of this Agreement, in consideration of the Assigned Trademark, Camuto IPCo hereby agrees to issue to Assignor the consideration of \$1.00.

4. This Agreement shall be binding upon and inure solely to the benefit of the Parties hereto and their respective successors and permitted assigns.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of laws principles thereof.

6. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers.

ASSIGNOR:

HOT ON TIME LLC

By: 

Name: Alexander V. Del Cielo

Title: Manager

ASSIGNEE:

CAMUTO IPCO LLC

By: 

Name: Alexander V. Del Cielo

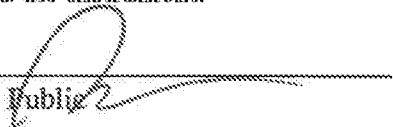
Title: Chief Executive Officer

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On the 2nd day of NOVEMBER, 2018, before me the undersigned, personally appeared MELUCCI V. DEL CANTO, 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. 02K18364313
Qualified in New York County
My Commission Expires 09-11-2021

SCHEDULE A

UNITED STATES TRADEMARKS AND PENDING APPLICATIONS

Trademark	Owner	App. Filing Date	App. #	Reg. Date	Reg. #	Class
ARTURO CHIANG	Hot on Time LLC	02/12/2002	78/108,301	12/09/2003	2,792,933	25