

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502100

| | |
|------------------------------|--|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |
| RESUBMIT DOCUMENT ID: | 900467630 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------|----------|----------------|---------------------------------|
| Bench Limited | | 06/29/2018 | Limited Company: UNITED KINGDOM |

RECEIVING PARTY DATA

| | |
|--------------------------|-------------------------------------|
| Name: | Bench IP Acquisition, LLC |
| Street Address: | 800 Boylston Street |
| Internal Address: | 27th Floor |
| City: | Boston |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02199 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 8

| Property Type | Number | Word Mark |
|-----------------------------|---------|-----------------|
| Registration Number: | 4417211 | |
| Registration Number: | 4102608 | BENCH. |
| Registration Number: | 3956390 | BENCH. |
| Registration Number: | 3988751 | BENCH URBANWEAR |
| Registration Number: | 4076343 | B |
| Registration Number: | 4562083 | BENCH. |
| Registration Number: | 4048167 | BENCH. |
| Registration Number: | 3960630 | BENCH |

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: 2124726262
 Email: arlatifi@tuckerlatifi.com
 Correspondent Name: Ali R. Latifi
 Address Line 1: 160 East 84th Street
 Address Line 2: Suite 5E

Address Line 4: New York, NEW YORK 10028

NAME OF SUBMITTER: Ali R. Latifi

SIGNATURE: /Ali R. Latifi/

DATE SIGNED: 12/14/2018

Total Attachments: 4

source=Bench Assignment - US#page1.tif

source=Bench Assignment - US#page2.tif

source=Bench Assignment - US#page3.tif

source=Bench Assignment - US#page4.tif

U.S. Trademark Assignment

This ASSIGNMENT is effective as of June 29, 2018 ("Effective Date") by **Bench Limited** (in Administration), a United Kingdom limited company c/o BDO LLP, 3 Hardman Street, Spinningfields, Manchester M3 3AT ("Assignor"), acting by its joint administrators Antony David Nygate and Martha Hanora Thompson of BDO LLP, 55 Baker Street, London W1U 7EU and Kerry Franchina Bailey of BDO LLP, 3 Hardman Street, Spinningfields, Manchester M3 3AT (together the "Administrators");

Administrators, in their capacity as joint administrators of the Assignor; and,

Bench IP Acquisition, LLC a limited liability company organized under the laws of state of Delaware, having its principal offices at the Prudential Tower, 800 Boylston Street, 27th Floor, Boston, Massachusetts 02199 ("Assignee").

WHEREAS, the Administrators were appointed Administrators of the Assignor on 10 May 2018 by an order of the High Court of England and Wales made pursuant to Schedule B1 to the Insolvency Act 1986;

WHEREAS, pursuant to the completion of an agreement for the sale and purchase of the IP Assets (as defined therein) dated June 29, 2018 made between the Assignor, the Administrators, the Assignee, Bench IP Holding, LLC and Gordon Brothers Brands, LLC, the Assignee and Bench IP Holding, LLC purchased the IP Assets of the Assignor (the "Sale Agreement");

WHEREAS, in connection with the Sale Agreement and pursuant to an agreement for the assignment of trademarks dated June 29, 2018 the Assignor has assigned all such right, title and interest in certain trademark registrations and application(s), together with the goodwill of the business in connection with said trademark registrations and applications, (the "Trademark Assignment") in particular those marks identified on the annexed *Schedule A* (collectively, the "Marks"); and

WHEREAS, the Assignee, now holds all such right, title and interest as the Assignor had in the Marks; and,

WHEREAS, the Assignor and Assignee are desirous of making the Trademark Assignment a matter of record.

NOW, THEREFORE, in consideration of good and valuable consideration received, the receipt of which is hereby acknowledged, Assignor does hereby sell, grant, assign, transfer, convey and deliver to Assignee all such right, title and interest as the Assignor has in the Marks including the subject matter of all claims which may be obtained therefrom for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by said Assignor if this assignment had not been made.

Assignor authorizes and requests the Commissioner of Patents and Trademarks in the United States to record Assignee as the owner of such right, title and interest in and to the Marks (as was held by the Assignor), for the sole use and enjoyment of the Assignee, its successors, assigns or other legal representatives.

Assignor (at the Assignee's expense) shall as within their statutory powers and only in so far as Assignor is able to do so further render such other assistance as may be reasonably required by Assignee to record its ownership rights of the Marks in the United States for a period of 12 months from the Effective Date or until such time as the Administrators vacate office (whichever is the earlier).

Assignee accepts that Assignor will not be able to give any warranties, representations or guarantees or assume any liabilities of any kind to any third parties in respect of the Marks.

Assignee agrees to indemnify and keep indemnified the Assignor and the Administrators and each of them from and against all Claims and Losses (as defined in the Sale Agreement) of whatsoever nature and howsoever arising directly or indirectly by reason of the assignment of the Marks to the Assignee pursuant to this assignment or by the use of the Marks by the Assignee.

The indemnity which is expressed to be given by the Assignee shall only operate so as to indemnify the Assignor against any Claims or Losses insofar as such Claims or Losses constitute an expense of the administration of the Assignor for the purposes of paragraph 99 of Schedule B1 to the Insolvency Act 1986 (England and Wales) or rule 3.51 of the Insolvency (England and Wales) Rules 2016.

Assignee agrees and acknowledges that the Administrators, their firm, partners, employees, agents or other representatives do not give any warranties, representation, guarantees or conditions (whether express or implied) in relation to the ownership, assignability, validity or substance of the Marks. In particular, no covenant for title or title guarantee of any sort shall be implied into this assignment.

The Administrators act at all times as agent of the Assignor. Neither the Administrators, their firm, partners, employees, agents nor other representatives shall incur any personal liability (whether in contract, tort or otherwise) under or in connection with this assignment or any other documents subsequently entered into pursuant to this assignment.

This Assignment shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the High Court of England in relation to any dispute or claim arising out of or in connection with this Agreement.

IN WITNESS THEREOF, the Assignor and the Assignee have caused this Assignment to be signed and executed as of the Effective Date first written above.

BENCH LIMITED (In Administration)

By:  _____

MARTHA HANORA THOMPSON
on behalf of BENCH LIMITED (IN ADMINISTRATION)
on her own behalf and on behalf of the Administrators
in the presence of:




Witness

Name of Witness: L SILVESTER
Address of Witness: 55 BAKER STREET,
LONDON W1U 7EU

BENCH IP ACQUISITION, LCC

By:  _____



Ramez Toubassy, *Manager*



Robert L. Tucker, *Witness*

160 East 84th Street
New York, NY 10028

Schedule A

| Serial Number Trademark Image | Filing Date | Registration No. | Registration Date | Status |
|---|----------------|---------------------|----------------------|------------|
| 85/758,449  | 19/10/2012 | 4417211 | 15/10/2013 | Registered |
| 85/975,206 Bench. | 07/01/2011 | 4102608 | 21/02/2012 | Registered |
| 77/495,235 Bench. | 10/06/2008 | 3956390 | 10/05/2011 | Registered |
| 85/126,332 Bench. urbanwear | 09/09/2010 | 3988751 | 05/07/2011 | Registered |
| 85/248,801  | 22/02/2011 | 4076343 | 27/12/2011 | Registered |
| 85/213,174 Bench. | 07/01/2011 | 4562083 | 08/07/2014 | Registered |
| 85/213,126 Bench. | 07/01/2011 | 4048167 | 01/11/2011 | Registered |
| 78/669,654 Bench. | 13/07/2005 | 3960630 | 17/05/2011 | Registered |