

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499196

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MVMT Watches LLC		09/28/2018	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Movado Group, Inc.
Street Address:	650 From Road, Suite 375
City:	Paramus
State/Country:	NEW JERSEY
Postal Code:	07652
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	86980263	
Serial Number:	86984133	
Serial Number:	86679839	
Serial Number:	87553599	DRESS WITH INTENT, LIVE WITH PURPOSE
Serial Number:	85576504	MUVMNT
Serial Number:	87895848	MVMT
Serial Number:	86679842	MVMT
Serial Number:	86974226	MVMT

CORRESPONDENCE DATA

Fax Number: 415693222

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: 4156932000

Email: trademarks@cooley.com

Correspondent Name: Ariana G. Hiscott of Cooley LLP

Address Line 1: 1299 Pennsylvania Avenue, NW, Suite 700

Address Line 4: Washington, D.C. 20004-2400

ATTORNEY DOCKET NUMBER: 335871-20000)

TRADEMARK

REEL: 006504 FRAME: 0304

900475057

CH \$215.00 86980263

NAME OF SUBMITTER:	Ariana G. Hiscott
SIGNATURE:	/Ariana G. Hiscott/
DATE SIGNED:	11/21/2018
Total Attachments: 12 source=MVMT Watches LLC Redacted Assignment to Movado#page1.tif source=MVMT Watches LLC Redacted Assignment to Movado#page2.tif source=MVMT Watches LLC Redacted Assignment to Movado#page3.tif source=MVMT Watches LLC Redacted Assignment to Movado#page4.tif source=MVMT Watches LLC Redacted Assignment to Movado#page5.tif source=MVMT Watches LLC Redacted Assignment to Movado#page6.tif source=MVMT Watches LLC Redacted Assignment to Movado#page7.tif source=MVMT Watches LLC Redacted Assignment to Movado#page8.tif source=MVMT Watches LLC Redacted Assignment to Movado#page9.tif source=MVMT Watches LLC Redacted Assignment to Movado#page10.tif source=MVMT Watches LLC Redacted Assignment to Movado#page11.tif source=MVMT Watches LLC Redacted Assignment to Movado#page12.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of October 1, 2018, is made by MVMW WATCHES LLC ("**Seller**"), a California limited liability company, located at 5454 Beethoven Street, Suite 200, Los Angeles, California U.S.A. 90066, in favor of MOVADO GROUP, INC. ("**Buyer**"), a New York corporation, located at 650 From Road, Suite 375, Paramus, New Jersey U.S.A. 07652, as successor to Seller by operation of law in connection with the merger of Seller into Buyer on the date hereof (the "**Merger**").

WHEREAS, pursuant to the Merger, Seller has by operation of law conveyed, transferred, and assigned to Buyer, among other assets, all of the intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with intellectual property agencies and governmental offices in all applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "**Assigned IP**");
 - (a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");
 - (b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Merger, the transfer of Seller's entire business, and that business is ongoing and existing;
 - (c) all other intellectual property rights of Seller, including without limitation all copyrights and design rights and all patents and trademarks not set forth on Schedules 1 and 2 hereto;
 - (d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse,

breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this IP Assignment upon request by Buyer. Seller hereby appoints Buyer as Seller's attorney in fact with the power to take such steps and actions, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as Buyer may deem necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of September 28, 2018.

MVMT WATCHES LLC

By: Atomic NewCo, Inc.

By: [Signature]

Name: Jacob Michael Kassan

Title: Chief Executive Officer

ACKNOWLEDGMENT

STATE OF California

COUNTY OF Los Angeles

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)SS.
)

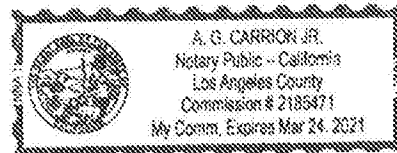
On the 28th day of September, 2018, before me personally appeared Jacob Michael Kassan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Executive Officer of Atomic NewCo LLC, the sole member of MVMT Watches LLC, the limited liability company described, and acknowledged the instrument to be the free act and deed of MVMT Watches LLC for the uses and purposes mentioned in the instrument.

[Signature]

Notary Public

Printed Name:

My Commission Expires: March 24, 2021



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On September 28, 2018 before me, A. G. Carrion, Jr Notary Public
(insert name and title of the officer)

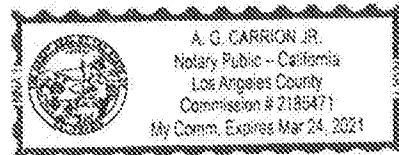
personally appeared Jacob Michael Kesson
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)



IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of October 1, 2018.

AGREED TO AND ACCEPTED:

MOVADO GROUP, INC.

By: *Mitchell Sussis*
Name: Mitchell Sussis
Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF NEW JERSEY }
)SS.
COUNTY OF BERGEN }

On the 1st day of October, 2018, before me personally appeared Mitchell Sussis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Senior Vice President of Movado Group, Inc., the corporation described, and acknowledged the instrument to be the free act and deed of Movado Group, Inc. for the uses and purposes mentioned in the instrument.

My Commission Expires: 5/28/19

Vivien L. Karpf
Notary Public
Printed Name: VIVIEN L. KARPFF

VIVIEN L. KARPFF
NOTARY PUBLIC OF NEW JERSEY
I.D. #2385974
Commission Expires 5/28/2019



SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
[REDACTED]			

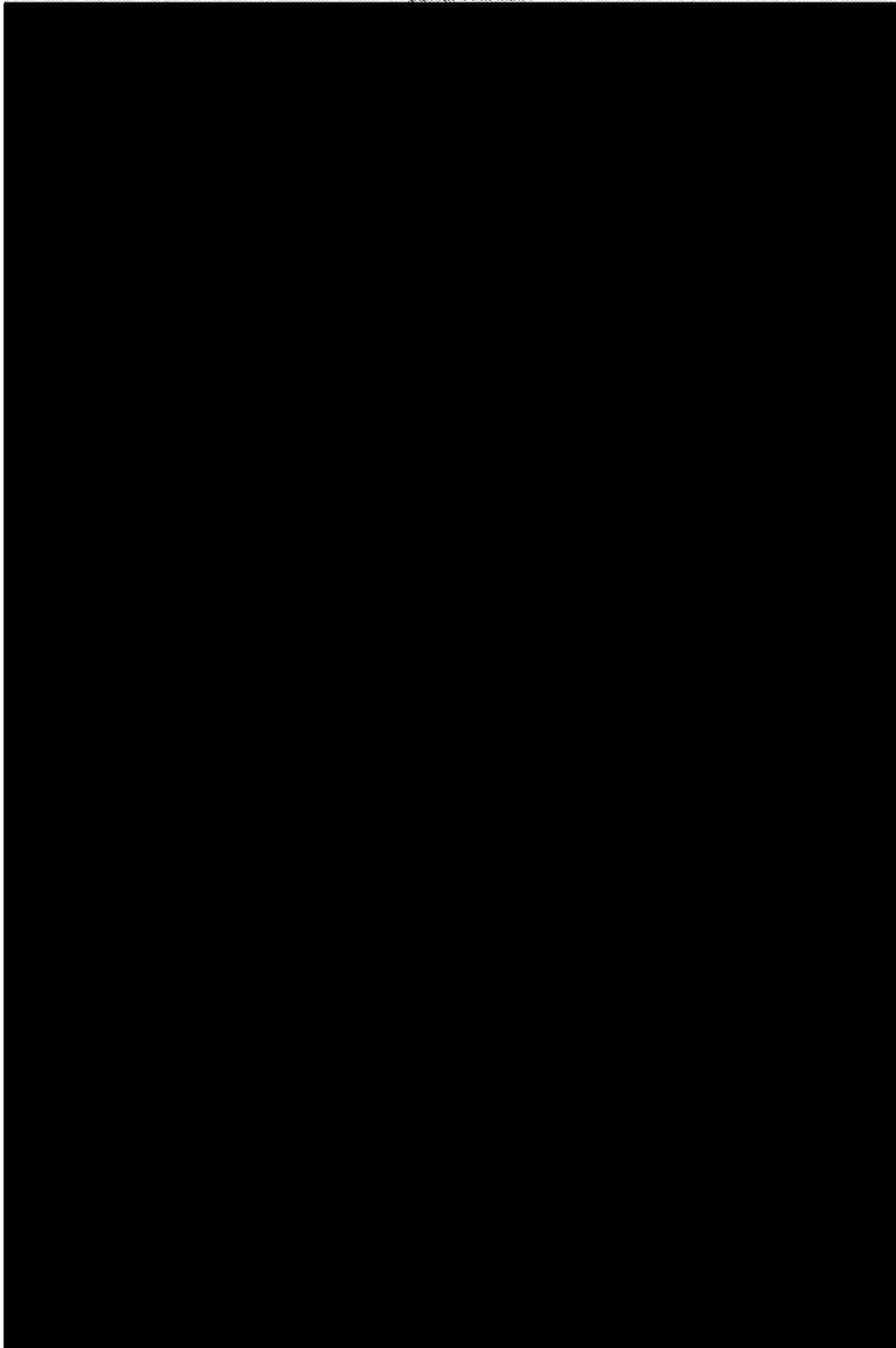
Mark	Jurisdiction	Registration Number	Registration Date
Bowtie Logo 	United States of America	5,059,593	10/11/2016
DRESS WITH INTENT, LIVE WITH PURPOSE	United States of America	5,412,566	2/27/2018
MUVMNT & Design 	United States of America	4,314,570	4/2/2013

Mark	Jurisdiction	Registration Number	Registration Date
MVMT	United States of America	5,210,671	5/23/2017
MVMT	United States of America	4,895,539	2/2/2016

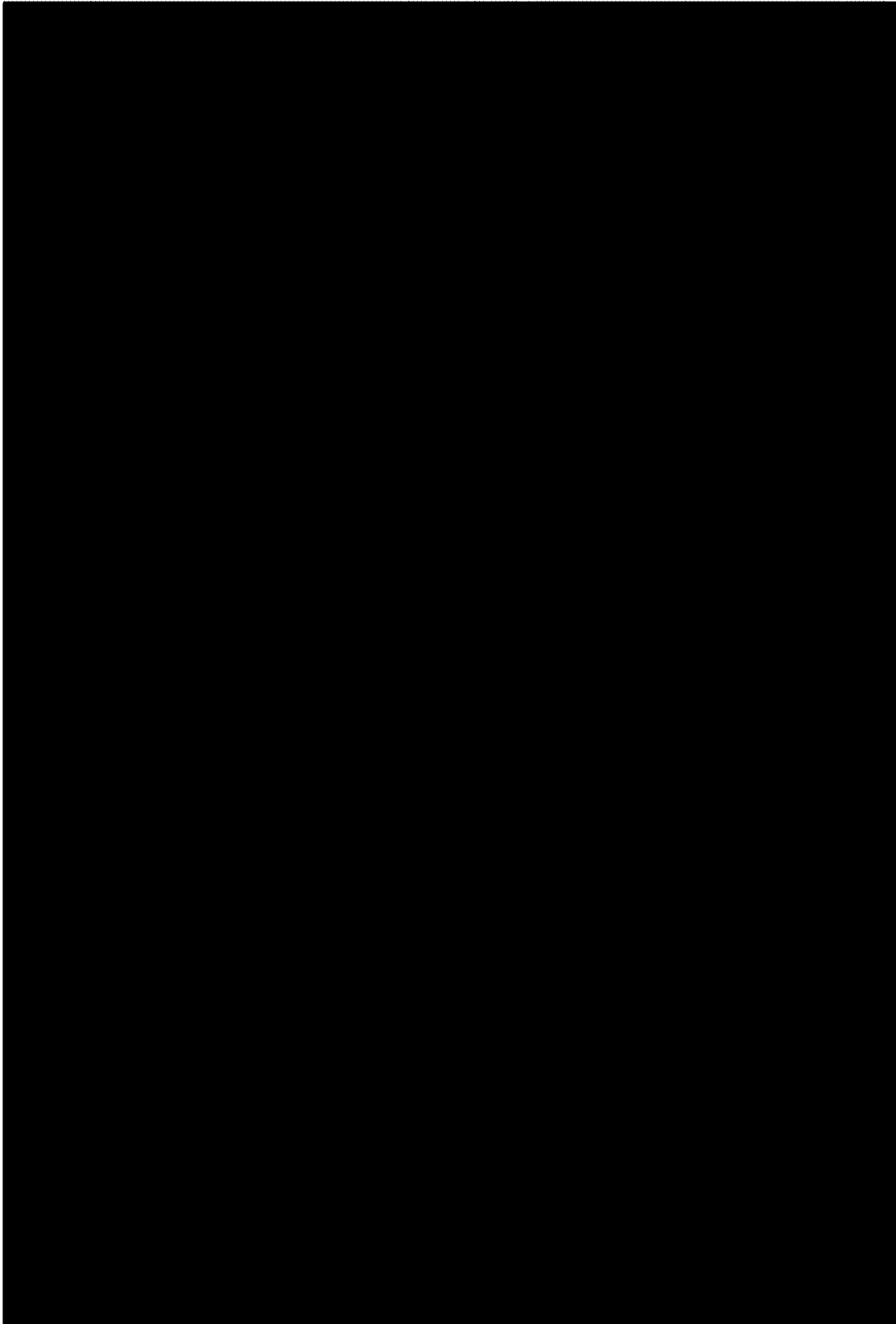
Trademark Applications



Mark	Jurisdiction	Application Serial Number	ITU Status	Filing Date

Mark	Jurisdiction	Application Serial Number	ITU Status	Filing Date
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Mark	Jurisdiction	Application Serial Number	ITU Status	Filing Date
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Mark	Jurisdiction	Application Serial Number	ITU Status	Filing Date
Bowtie Logo 	United States of America	86/984,133	Based on use.	7/1/2015
Bowtie Logo (Parent) 	United States of America	86/679,839	Based on an intent to use.	7/1/2015
MVMT	United States of America	87/895,848	Based on an intent to use.	4/27/2018