

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497381

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Camuto Consulting Inc.		11/02/2018	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Camuto IPCo, LLC		
Street Address:	411 West Putnam Avenue		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 45			
Property Type	Number	Word Mark	
Registration Number:	4020244	CC CORSO COMO	
Registration Number:	5397631	ENZO ANGIOLINI	
Registration Number:	2213513	ENZO ANGIOLINI	
Registration Number:	2309300	ENZO ANGIOLINI	
Registration Number:	1356882	ENZO ANGIOLINI	
Registration Number:	3698961	CIRCA JOAN & DAVID	
Registration Number:	3698960	CIRCA JOAN & DAVID	
Registration Number:	1202134	CIRCA	
Registration Number:	3011194	JOAN & DAVID	
Registration Number:	2957089	JOAN & DAVID	
Registration Number:	5086135	LOUISE ET CIE	
Registration Number:	4887932	LOUISE ET CIE	
Registration Number:	4373569	LOUISE ET CIE	
Registration Number:	5037015	AMORE VINCE CAMUTO	
Registration Number:	5037016	BELLA VINCE CAMUTO	
Registration Number:	5074327	CAPRI VINCE CAMUTO	
Serial Number:	87261702	DEVELOPMENT	
Serial Number:	87575138	DIVINA VINCE CAMUTO	
Registration Number:	4396115	FIORI BY VINCE CAMUTO	

OP \$1140.00 4020244

Property Type	Number	Word Mark
Registration Number:	5392750	FIRST SEMESTER
Registration Number:	5013448	IMAGINE VINCE CAMUTO
Serial Number:	87184424	JOHN CAMUTO
Registration Number:	4368882	MARCO SANTI
Serial Number:	87183004	MERCER EDIT
Registration Number:	5445167	MERCER EDIT
Registration Number:	5449966	SOLE PLAY
Registration Number:	5450103	SOLE PLAY
Registration Number:	4265760	TWO BY VINCE CAMUTO
Registration Number:	4526803	TWO
Registration Number:	4311963	V
Registration Number:	5197468	VC JOHN CAMUTO
Registration Number:	4577308	VC SIGNATURE
Serial Number:	87833475	VINCE CAMUTO
Registration Number:	4176547	VINCE CAMUTO
Registration Number:	4154568	VINCE CAMUTO
Registration Number:	3931565	VINCE CAMUTO
Registration Number:	3161347	VINCE CAMUTO
Registration Number:	4632789	VINCE CAMUTO
Registration Number:	4195426	VINCE CAMUTO
Registration Number:	4179847	VINCE CAMUTO
Registration Number:	4187112	
Registration Number:	5074325	VINCE CAMUTO ETERNO
Registration Number:	4539116	VINCE CAMUTO FEMME
Registration Number:	5037014	VINCE CAMUTO HOMME
Serial Number:	87722853	VINCE CAMUTO VIRTU

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: 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: 8

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of November 2, 2018, is made by and between Camuto Consulting Inc., a Connecticut corporation having an address at 411 West Putnam Avenue, Greenwich, CT 06830 (the "Assignor") and Camuto 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.

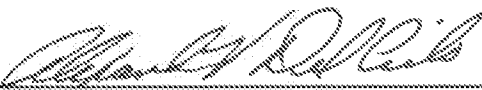
Section 5. Counterparts. This Agreement may be executed in one or more counterparts, all of which counterparts shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party. This Agreement 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:

CAMUTO CONSULTING INC.

By: 

Name: Alexander V. Del Cielo

Title: Chief Executive Officer

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 MARCOS V DEL CARMO, 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. 02K10364313
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
REEL: 006535 FRAME: 0923

TRADEMARK	APPLICATION NO	REGISTRATION NO	INT. CLASSES	TRADEMARK STATUS
CC CORSO COMO and Design	78/686,548	4,020,244	25	Registered
ENZO ANGIOLINI	87/254,878	5,397,631	18	Registered
ENZO ANGIOLINI	75/977,167	2,213,513	9	Registered
ENZO ANGIOLINI	75/628,746	2,309,300	35	Registered
ENZO ANGIOLINI	73/520,872	1,356,882	25	Registered
CIRCA JOAN & DAVID	78/274,851	3,698,961	25	Registered
CIRCA JOAN & DAVID and Design	78/274,847	3,698,960	25	Registered
CIRCA Stylized	73/313,595	1,202,134	25	Registered
JOAN & DAVID	78/471,989	3,011,194	25	Registered
JOAN & DAVID	78/337,742	2,957,089	25	Registered
LOUISE ET CIE	86/970,809	5,086,135	18	Registered
LOUISE ET CIE	86/478,274	4,887,932	14	Registered
LOUISE ET CIE	85/662,193	4,373,569	25	Registered
AMORE VINCE CAMUTO	86/350,372	5,037,015	3	Registered
BELLA VINCE CAMUTO	86/350,376	5,037,016	3	Registered
CAPRI VINCE CAMUTO	86/665,835	5,074,327	3	Registered
DEVELOPMENT	87/261,702		18, 25	Pending
DIVINA VINCE CAMUTO	87/575,138		3	Pending

FIORI BY VINCE CAMUTO	85/836,695	4,396,115	3	Registered
FIRST SEMESTER	87/250,872	5,392,750	25	Registered
IMAGINE BY VINCE CAMUTO	86/350,413	5,013,448	25	Registered
JOHN CAMUTO	87/184,424		25	Pending
MARCO SANTI	85/054,962	4,368,882	25	Registered
MERCER EDIT	87/183,004		18	Pending
MERCER EDIT	87/976,981	5,445,167	25	Registered
SOLE PLAY	87/436,224	5,449,966	25	Registered
SOLE PLAY Stylized	87/501,600	5,450,103	25	Registered
TWO BY VINCE CAMUTO	85/557,756	4,265,760	25	Registered
TWO Stylized	85/851,756	4,526,803	25	Registered
V Stylized	85/596,560	4,311,963	18	Registered
VC JOHN CAMUTO	87/146,613	5,197,468	25	Registered
VC SIGNATURE	85/981,843	4,577,308	25	Registered
VINCE CAMUTO	87/833,475		20, 24	Pending
VINCE CAMUTO	85/236,961	4,176,547	3	Registered
VINCE CAMUTO	77/966,527	4,154,568	9, 14, 25, 35	Registered
VINCE CAMUTO	77/624,503	3,931,565	18	Registered
VINCE CAMUTO	76/632,066	3,161,347	25	Registered

VINCE CAMUTO and Crest Design	85/662,130	4,632,789	14	Registered
VINCE CAMUTO and Crest Design	85/244,038	4,195,426	3	Registered
VINCE CAMUTO and Crest Design	77/966,492	4,179,847	9, 14, 18, 25, 35	Registered
Vince Camuto Crest Design	77/778,144	4,187,112	9, 18, 25	Registered
VINCE CAMUTO ETERNO	86/665,748	5,074,325	3	Registered
VINCE CAMUTO FEMME	85/836,679	4,539,116	3	Registered
VINCE CAMUTO HOMME	86/350,366	5,037,014	3	Registered
VINCE CAMUTO VIRTU	87/722,853		3	Pending