

900473924 11/13/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498029

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Positive Distribution LLC		10/29/2018	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	HICKIES, Inc.		
Street Address:	134 North 4th Street		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11249		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87536449	NEVER TIE YOUR SHOES AGAIN	
Serial Number:	87933567	NEVER TIE YOUR SHOES AGAIN	
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>			
Email:	charles@hickies.com, legal@hickies.com, lee@hickies.com		
Correspondent Name:	Charles Chen		
Address Line 1:	134 North 4th Street		
Address Line 4:	Brooklyn, NEW YORK 11249		
NAME OF SUBMITTER:	Charles Chen		
SIGNATURE:	/Charles Chen/		
DATE SIGNED:	11/13/2018		
Total Attachments: 2			
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OP \$65.00 87536449

ASSIGNMENT OF TRADEMARK RIGHTS

WHEREAS, Positive Distribution LLC, a Florida limited liability company, with an address at 120 Lancaster Drive, Chapel Hill, North Carolina 27517 ("Assignor"), claims ownership in certain common law trademark rights in the marks that are the subject of this assignment as shown in Exhibit 1, as well as the specific trademark application shown in Exhibit 1 (collectively, these rights shall be referred to as the "Trademarks");

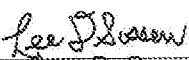
WHEREAS, HICKIES, Inc., a Delaware corporation, with an address at 134 North 4th Street, 2nd Floor, Brooklyn, New York 11249 ("Assignee"), desires to acquire all right, title, and interest in and to the Trademarks and all goodwill and common law rights appurtenant thereto, and Assignor desires to assign the same to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor does hereby sell, assign, and transfer to Assignee all rights, title, and interest in and to the Trademarks and the goodwill and common law rights appurtenant thereto, and Assignee does hereby accept this assignment, effective as of the last dated signature to this agreement.
2. Assignor hereby warrants that it has not pledged, mortgaged, assigned, transferred, or otherwise granted any rights or interests in the Trademarks to any third party.
3. Assignor agrees to execute all instruments and documents and do such additional acts as Assignee may deem necessary or desirable to evidence, record, and perfect the assignment and recordation of the rights being assigned hereunder.
4. The parties may execute this agreement in counterparts, each of which together shall be deemed the complete and fully executed agreement.
5. This agreement shall inure to the benefit of and be binding upon Assignee and Assignor and their respective heirs, successors, and assigns.

ASSIGNOR:

Positive Distribution LLC


Name: Lee D. Sossen
Title: President (US) & General Counsel
Date: October 29, 2018

ASSIGNEE:

HICKIES, Inc.



Name: W. Franklin Sutton
Title: CEO / Manager
Date: October 29, 2018

EXHIBIT 1

Schedule of Trademarks

Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Goods/Services
NEVER TIE YOUR SHOES AGAIN	United States	87536449	7/20/2017	N/A	N/A	Class 26: Elastic shoe laces and fasteners sold as unit
NEVER TIE YOUR SHOES AGAIN	United States	87933567	5/23/2018	N/A	N/A	Class 26: Elastic shoe laces and fasteners sold as unit