

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517991

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Volcom LLC		04/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ABG-Volcom, 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: 41			
Property Type	Number	Word Mark	
Serial Number:	86115608	AMERICA'S FIRST BOARDING COMPANY	
Serial Number:	85705838	CLUB DESTROY	
Serial Number:	78839245	MOCLOV	
Serial Number:	77762926	PERFORMANCE DRY	
Serial Number:	85700117	RCF	
Serial Number:	86503828	REAL LIFE HAPPENING	
Serial Number:	85704803	RECLINER COMFORT FOAM	
Serial Number:	87173007	RECOMMENDED FOR LIFE	
Serial Number:	76269085		
Serial Number:	78302154		
Serial Number:	76132591		
Serial Number:	76197464		
Serial Number:	76197465		
Serial Number:	86334853		
Serial Number:	87508552	STONE MADE	
Serial Number:	87156003	STONE ROW	
Serial Number:	77817567	STONE-AGE	
Serial Number:	77869702	TDS	
Serial Number:	77869710	THERMAL DEFENSE SYSTEM	
TRADEMARK			

OP \$1040.00 86115608

Property Type	Number	Word Mark
Serial Number:	86115912	TRUE TO THIS
Serial Number:	88108587	TRUE TO THIS
Serial Number:	74248338	VOLCOM
Serial Number:	76134623	VOLCOM
Serial Number:	76197469	VOLCOM
Serial Number:	76269086	VOLCOM
Serial Number:	76151868	VOLCOM
Serial Number:	76489039	VOLCOM
Serial Number:	78698855	VOLCOM
Serial Number:	75032410	VOLCOM
Serial Number:	76243341	VOLCOM ENTERTAINMENT
Serial Number:	76244290	VOLCOM EN"TER-TAIN'MENT
Serial Number:	77801969	VOLCOM GIVE BACK SERIES
Serial Number:	77179336	VOLCOM HIGHWEAR
Serial Number:	86807175	VOLCOM STONE
Serial Number:	87121254	VOLCOM STONEY
Serial Number:	77445124	VOLCOM
Serial Number:	86488136	WELCOME TO WATER
Serial Number:	86146008	WILD IN THE PARKS
Serial Number:	86146418	WILD IN THE PARKS
Serial Number:	77181476	YOUTH AGAINST ESTABLISHMENT
Serial Number:	77605510	ZIP TECH

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:	04/08/2019

Total Attachments: 8
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), is entered into as of April 1, 2019 by and between ABG-Volcom, LLC, a Delaware limited liability company ("Assignee") and Volcom LLC, a Delaware limited liability company ("Assignor").

WHEREAS, this Assignment is made and entered into in connection with that certain Intellectual Property Purchase Agreement, dated February 19, 2019 (as amended, restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof, the "Purchase Agreement"), by and among Assignee and each other Person that is a signatory thereto, including, without limitation, Assignor;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in, to and under certain assets, including, without limitation, Assignor's right, title and interest in and to the trademarks, service marks, brand names, certification marks, collective marks, d/b/a's, logos, symbols, trade dress, assumed names, fictitious names, trade names, and other indicia of origin, and all applications and registrations for the foregoing, identified on Schedule A attached hereto (collectively, the "Assigned Trademarks");

WHEREAS, in accordance with the Purchase Agreement, Assignor desires to assign and Assignee desires to acquire the Assigned Trademarks, including all goodwill associated therewith and symbolized thereby.

NOW THEREFORE, in consideration of the premises and the mutual warranties, representations, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment. Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, its successors and assigns, free and clear of all Encumbrances, other than Permitted Encumbrances: (a) all of Assignor's worldwide right, title and interest in, to and under, including any and all common law rights thereto, the Assigned Trademarks and the goodwill associated with the Assigned Trademarks and symbolized thereby effective as of the date hereof; and (b) all other rights accruing thereunder or pertaining thereto in any jurisdiction throughout the world for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as full and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including: (i) claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, dilution, conflict with or other violation of any of the foregoing, and all income, royalties or payments due or payable as of the date hereof or hereafter in respect of any of the foregoing and (ii) rights to apply in any or all countries of the world for trademark protection for the Assigned Trademarks, in each case, effective as of the date hereof. Together

with Assignor's worldwide right, title and interest in and to each of the Assigned Trademarks, are the rights to police, monitor and enforce said Assigned Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Assigned Trademarks.

3. Authorization and Recordation. Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks and any other applicable governmental authority or registrar to record and register Assignee as the owner of the Assigned Trademarks, and to issue any and all Assigned Trademarks to Assignee, as assignee of all of Assignor's right, title and interest in and to the Assigned Trademarks. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect ownership of the Assigned Trademarks.

4. Governing Law. All issues and questions concerning the formation, existence, termination, construction, validity, enforcement and interpretation of this Assignment will be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Such counterparts may be delivered in electronic format (including by fax and electronic mail).

6. Purchase Agreement. This Assignment is being executed and delivered pursuant to the Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Purchase Agreement, all of which shall survive the delivery of this Assignment to the extent provided in the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms and conditions of the Purchase Agreement, the Purchase Agreement will govern.

7. Further Assurances. In accordance with the Purchase Agreement, without further consideration, Assignor hereby agrees, for itself and its successors and assigns, to promptly execute and deliver, or promptly cause to be executed and delivered, all such further documents or perform all affirmative acts which may be reasonably necessary to record or perfect the above-described transfer of Assigned Trademarks, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office (including executing, acknowledging and delivering to Assignee such further assurances, deeds, assignments, powers of attorney, bills of sale, consents and other instruments and documents as Assignee may reasonably request) in order to more fully consummate the transactions contemplated herein and in order to more effectively vest, transfer, and confirm the right, title and interest of Assignee in the Assigned Trademarks.

8. Closing. This Assignment is effective as of the Closing.

9. Severability; Amendment. Any provision in this Assignment which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof. This Assignment may not be amended except by execution and delivery of an instrument in writing signed by officers of Assignee and Assignor on behalf of Assignee and Assignor, respectively.

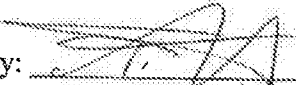
10. Notices. Any notice given pursuant to this Assignment shall be given in the same manner and addressed to the intended recipient as set forth in Section 9.1 of the Purchase Agreement.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Assignment as of the date first above written.

ASSIGNOR:

VOLCOM, LLC

By: 
Name: Todd Hester
Title: CEO

[Signature Page to Trademark Assignment Agreement]

ASSIGNEE:
ABG-VOLCOM, LLC

By: 
Name: Kevin Clarke
Title: Chief Financial Officer

[Signature Page to Trademark Assignment Agreement]

TRADEMARK	APPLICATION NO	REGISTRATION NO	INT. CLASSES	TRADEMARK STATUS
AMERICA'S FIRST BOARDING COMPANY	86/115,608	4,607,488	25	Registered
CLUB DESTROY	85/705,838	4,871,004	25	Registered
MOCLOV	78/839,245	3,791,599	25	Registered
PERFORMANCE DRY	77/762,926	3,890,880	25	Registered
RCF	85/700,117	4,429,763	25	Registered
REAL LIFE HAPPENING	86/503,828	4,790,577	41	Registered
RECLINER COMFORT FOAM	85/704,803	4,614,285	25	Registered
RECOMMENDED FOR LIFE	87/173,007	5,590,841	25, 35	Registered
Stone Device	76/269,085	2,552,549	25	Registered
Stone Device	78/302,154	2,881,768	28	Registered
Stone Device in Circle	76/132,591	2,689,825	9, 16, 18	Registered
Stone Device on Black Background	76/197,464	2,725,181	25	Registered
Stone Device on Black Background	76/197,465	2,832,418	14	Registered
Stone Device Outline	86/334,853	4,820,699	25	Registered
STONE MADE	87/508,552	5,612,890	25	Registered

STONE ROW	87/156,003	5,171,538	25	Registered
STONE-AGE	77/817,567	3,953,135	25	Registered
TDS	77/869,702	3,929,660	25	Registered
THERMAL DEFENSE SYSTEM	77/869,710	3,929,661	25	Registered
TRUE TO THIS	86/115,912	4,956,293	25	Registered
TRUE TO THIS	88/108,587		18, 35	Pending
VOLCOM	74/248,338	1,725,875	25	Registered
VOLCOM	76/134,623	2,689,830	9, 16, 18	Registered
VOLCOM	76/197,469	2,854,244	14	Registered
VOLCOM	76/269,086	2,534,210	25	Registered
VOLCOM	76/151,868	2,795,310	28	Registered
VOLCOM	76/489,039	2,797,305	35	Registered
VOLCOM	78/698,855	3,636,809	28	Registered
VOLCOM and Stone Device on Black Background	75/032,410	2,048,820	25	Registered
VOLCOM ENTERTAINMENT and Device	76/243,341	2,714,311	9	Registered

VOLCOM ENTERTAINMENT and Device	76/244,290	2,714,315	25	Registered
VOLCOM GIVEBACK SERIES and Stone Device	77/801,969	3,861,871	36	Registered
VOLCOM HIGHWEAR	77/179,336	3,463,618	9	Registered
VOLCOM STONE	86/807,175	5,234,741	25	Registered
VOLCOM STONEY	87/121,254		25	Pending
VOLCOM Stylized	77/445,124	3,499,034	35	Registered
WELCOME TO WATER	86/488,136	4,937,832	25, 35	Registered
WILD IN THE PARKS	86/146,008	4,655,350	41	Registered
WILD IN THE PARKS	86/146,418	4,556,049	25	Registered
YOUTH AGAINST ESTABLISHMENT	77/181,476	3,365,436	25, 35	Registered
ZIPTECH	77/605,510	3,694,002	25	Registered