

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527854

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
The J. Peterman Company, LLC		06/11/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JP Outfitters, LLC
Street Address:	1111 Bricknell Avenue
Internal Address:	Suite 1300
City:	Miami
State/Country:	FLORIDA
Postal Code:	33131
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	88173204	THE J. PETERMAN COMPANY
Serial Number:	88173202	THE J. PETERMAN COMPANY
Serial Number:	88173199	THE J. PETERMAN COMPANY
Serial Number:	88173190	THE J. PETERMAN COMPANY
Serial Number:	88173183	THE J. PETERMAN COMPANY
Serial Number:	86825744	J. PETERMAN E.M. COLLECTION
Serial Number:	74455345	THE J. PETERMAN COMPANY
Serial Number:	74322425	THE J. PETERMAN COMPANY
Serial Number:	87756267	PETERMAN'S EYE
Serial Number:	77257042	PETERMAN'S EYE
Serial Number:	74455344	OWNER'S MANUAL
Serial Number:	74455422	
Serial Number:	74558233	1903
Serial Number:	75422995	J PETERMAN
Serial Number:	76509476	
Serial Number:	86124278	
Serial Number:	86124279	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86486179	
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>		
Phone:	5136292733	
Email:	apenick@graydon.com	
Correspondent Name:	Amanda Penick	
Address Line 1:	312 Walnut Street	
Address Line 2:	Suite 1800	
Address Line 4:	Cincinnati, OHIO 45202	
ATTORNEY DOCKET NUMBER:	ST583-100001	
NAME OF SUBMITTER:	Amanda J. Penick	
SIGNATURE:	/ajp/	
DATE SIGNED:	06/14/2019	
Total Attachments: 5		
source=1 JPC to JPO - U.S. Trademark Assignment #page1.tif		
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U.S. TRADEMARK ASSIGNMENT

This U.S. Trademark Assignment (this "Assignment") is effective as of June 11, 2019, by and among The J. Peterman Company, LLC, a Delaware limited liability company (the "Assignor") and JP Outfitters, LLC, a Delaware limited liability company ("Assignee") with a principal place of business at 1111 Brickell Avenue, Suite 1300, Miami, FL 33131.

WHEREAS, Assignor owns the United States trademark and service mark applications and registrations identified in the attached Schedule A (collectively referred to as the "Trademarks");

WHEREAS, pursuant to that certain Surrender and Asset Sale Agreement (the "Purchase Agreement"), dated as of May 31, 2019, by and among Assignor, Assignee, and Rosenthal & Rosenthal, Inc., Assignor has assigned to Assignee all rights, title, and interests in and to the Trademarks, and the parties hereto wish to record such assignment; and

WHEREAS, pursuant to the Purchase Agreement, Assignee is the successor to the business of Assignor to which the Trademarks pertain, which business is ongoing and existing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all of Assignor's worldwide rights, title, and interests in and to the Trademarks, including, without limitation, (a) all registrations and applications of the Trademarks, (b) all common law rights in and to the Trademarks, (c) the goodwill of the business symbolized by and associated with the Trademarks, and (d) any and all legal actions and rights and remedies at law or in equity for past, present, or future infringements, misappropriations, or other violations of the Trademarks, including, without limitation, the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith.
2. Recordation. Assignor hereby authorizes and requests the United States Patent and Trademark Office to record Assignee as the assignee and owner of any and all of Assignor's rights in the Trademarks.
3. Successors and Assigns. This Assignment will be binding upon and enforceable against Assignor and its respective successors and permitted assigns and will inure to the benefit of and be enforceable by Assignee and its successors and permitted assigns.
4. Third-Party Beneficiary. Asiamax Holdings Limited, and its assignees, are intended third party beneficiaries of the rights granted hereunder by Assignor. This Section 4 prevails and supersedes Section 8.7 in the Purchase Agreement.
5. Governing Law. This Assignment will be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

6. Severability. Any term or provision of this Assignment that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. It is understood that any finding of invalidity of one assignment as effected hereby will not affect the assignment of other Trademarks.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. An executed signature page of this Assignment delivered by facsimile or PDF transmission will be as effective as an original executed signature page.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this U.S. Trademark Assignment as of the date first written above.

THE J. PETERMAN COMPANY, LLC

By: [Signature]
Name: John H. Peterman
Title: Chairman

State of ~~Ohio~~ Kentucky)

County of fayette)

On the 29 day of May 2019, before me, Erin Smith, 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/her/their authorized capacity(ies), and that by his/her/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 Ohio that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)


ERIN SMITH
Notary Public - State at Large
Kentucky
My Commission Expires Dec. 7, 2021
Notary ID 591586

[Signature Page to U.S. Trademark Assignment]

TRADEMARK
REEL: 006670 FRAME: 0249

Accepted by:

JP OUTFITTERS, LLC

By: 

Name: Arnold Cohen

Title: Manager

[Signature Page to U.S. Trademark Assignment]

Schedule A

U.S. Trademarks

J. Peterman United States Registered and Pending Marks

SERIAL NO.	REG. NO.	MARK	GOODS / SERVICES
88173204		THE J. PETERMAN COMPANY	020
88173202		THE J. PETERMAN COMPANY	009
88173199		THE J. PETERMAN COMPANY	018
88173190		THE J. PETERMAN COMPANY	014
88173183		THE J. PETERMAN COMPANY	003
86825744		J. PETERMAN E.M. COLLECTION	003
74455345	1909959	THE J. PETERMAN COMPANY	002 and 042
74322425	1792689	THE J. PETERMAN COMPANY	025
87756267		PETERMAN'S EYE	041
77257042	3978420	PETERMAN'S EYE	041
74455344	1857684	OWNER'S MANUAL	016 and 042
74455422	1879705	(Design Mark: Man in Coat and Man on Horse)	016 and 042
74558233	2057811	1903	003
75422995	2273761	(Design Mark: Signature of J Peterman)	003
76509476	2919566	(Design Mark: Man in Coat and Man on Horse)	020
86124278	4660867	(Design Mark: Man in Coat)	020
86124279	4660868	(Design Mark: Man in Coat)	035
86486179	5032557	(Design Mark: Man in Coat)	016