

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528623

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Regent-Sutton, LLC		05/01/2019	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Regent Apparel Group, LLC		
Street Address:	1411 Broadway, 8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5765556	PARKA IN A POCKET	
Registration Number:	5722609	TECH PACK	
Registration Number:	5161418	FOREVER FLOWER	
Registration Number:	5243596	FRESH	
Registration Number:	4973436	I.B. DIFFUSION	
Registration Number:	4046666	I.B.DIFFUSION	
Registration Number:	1012256	JASON MAXWELL	
Registration Number:	4742281	JASON MAXWELL	
Registration Number:	4720838	JM COLLECTIBLES	
Registration Number:	5286505	JM COLLECTIBLES	
Registration Number:	4591384	JM SPORT	
Registration Number:	2228671	PAPOOSE ORIGINALS	
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:	sseuradge@sillscummis.com		
Correspondent Name:	Stanley Seuradge		
Address Line 1:	101 Park Avenue		

CH \$315.00 5765556

TRADEMARK

Address Line 4: New York, NEW YORK 10178

NAME OF SUBMITTER: Stanley Seuradge

SIGNATURE: /Stanley Seuradge/

DATE SIGNED: 06/20/2019

Total Attachments: 8

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Trademark Assignment

This Trademark Assignment (this "Assignment"), effective as of May 1, 2019 ("Effective Date"), is between **REGENT-SUTTON, LLC**, a New York limited liability company with offices at 1411 Broadway, Eighth Floor, New York, New York 10018 ("Assignor") and **REGENT APPAREL GROUP, LLC**, a New York limited liability company with offices at 1384 Broadway, New York, New York, 10018 ("Assignee").

WHEREAS, Assignor is the owner of all of the right, title and interest in and to the registered trademarks, service marks, applications therefor and trade names and all other common law trademarks, service marks, trade dress and trade names owned or used by Assignor in connection with its business as listed on the attached Schedule A (collectively, the "Marks"), to wit, the registered trademarks and pending applications in the United States, as well as those common-law trademarks and trademarks registered outside of the United States, all as set forth on Schedule A,

WHEREAS, Assignor, Assignor's Affiliate, Jacques Moret, Inc., a Delaware corporation, and Assignee have entered into that certain Asset Purchase Agreement, dated as of May 1, 2019 (the "Purchase Agreement"), pursuant to which Assignor has agreed to assign, transfer and sell to Assignee, Assignor's entire right, title and interest in the Marks, and the goodwill associated therewith; and Assignee agrees to acquire Assignor's entire right, title, and interest in and to the Marks, and the goodwill associated therewith.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement and for One Dollar (\$1.00) and other fair good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, Assignor, as of the Effective Date, hereby sells, grants, conveys, transfers, assigns, and delivers to Assignee, its successors, and assigns, Assignor's entire right, title and interest in and to the Marks, including all trademark applications and registrations therefor, the goodwill of the business appurtenant to and associated with the Marks and which is symbolized thereby, as well as any renewals thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to the Marks, all claims and causes of action (in law and/or equity) and the right to sue, counterclaim, recover and collect and retain any proceeds for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all other rights corresponding thereto throughout the respective countries where Assignor holds rights in the Marks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be held, used and enjoyed as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.

1. Capitalized terms used herein have the respective meanings ascribed thereto in the Purchase Agreement unless otherwise defined herein.

2. Assignor, as of the Effective Date, agrees to cease using the Marks, except as specifically provided in the Purchase Agreement, and further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents

regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.

3. Assignor covenants and agrees that, from time to time after the delivery of this Assignment, Assignor shall, promptly upon reasonable request and for no additional consideration, but at no cost to Assignor make, sign, execute, acknowledge, deliver, undertake and cause to be done such further instruments, actions, conveyances, transfers, assignments, powers of attorney and assurances, and take such other actions as may reasonably be requested by the Assignee or its counsel in order more effectively to convey, transfer, assign and vest the Marks to and in the Assignee in any jurisdiction, and to otherwise implement and carry out the purposes and intent of the Purchase Agreement, consistent with its terms.

4. The provisions of this Assignment shall be binding upon Assignor and its successors, assigns and legal representatives and shall inure to the benefit of Assignee and its successors, assigns and legal representatives.

5. Assignor hereby constitutes and appoints Assignee, its successors and assigns, Assignor's true and lawful attorney and attorneys, with full power of substitution, in Assignor's name and stead, but on behalf of and for the benefit of Assignee, its successors and assigns, from time to time, to institute and prosecute in Assignor's name, or otherwise, at the expense and for the benefit of Assignor, its successor and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successor or assigns, may deem proper for the collection and enforcement of any claim or right of any kind hereby contributed, conveyed, transferred, assigned and delivered, or intended so to be, and to do all reasonable acts and things in relation to the Marks, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent & Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar. Assignor hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason whatsoever.

6. This Assignment is executed to implement and not to modify, enlarge or restrict any of the relative rights and obligations of Assignor or Assignee under the Purchase Agreement. Nothing contained herein shall be deemed in any way to supersede, amend, rescind, waive, expand, or in any other way affect the provisions, including the representations, warranties, exceptions, disclosures, covenants and agreements or the rights and remedies of any of the parties under the Purchase Agreement. It is agreed that the representations, warranties, covenants and agreements contained in the Purchase Agreement shall not merge into or with this Assignment but shall survive this Assignment and become a part hereof and shall continue in full force and effect for the period specified in the Purchase Agreement as though set forth herein at length. In the event that any provision of this Assignment shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.

7. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to

the principles of conflicts of laws of the State of New York and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

8. All notices and other communications hereunder shall be in writing and shall be made in accordance with Section 7.3 of the Purchase Agreement.

9. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of a facsimile version or a copy in pdf format that is conveyed via email of one or more signatures to this Assignment shall be deemed adequate delivery for all purposes hereof.

10. Assignor hereby requests and authorizes the Commissioner of Patents and Trademarks, in the United States Patent and Trademark Office, and any other empowered governmental official in the United States and/or in the relevant jurisdictions outside the United States, to record and/or register this Assignment and to record and/or register Assignee as the assignee and owner of the Trademarks.

[Signature page follows]

WHEREFORE, Assignor has caused this Trademark Assignment to be duly executed as of the above Effective Date.

ASSIGNOR:

REGENT-SUTTON, LLC

By: 

Name:

Title:

*Joseph Handon
President*

ASSIGNEE:

REGENT APPAREL GROUP, LLC

By: _____

Name:

Title:

(Trademark Assignment Signature Page)

WHEREFORE, Assignor has caused this Trademark Assignment to be duly executed as of the above Effective Date.

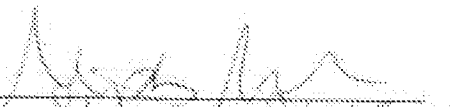
ASSIGNOR:

REGENT-SUTTON, LLC

By: _____
Name:
Title:

ASSIGNEE:

REGENT APPAREL GROUP, LLC

By: 
Name: Stephen Shuman
Title: President

(Trademark Assignment Signature Page)

Schedule A

UNITED STATES TRADEMARK REGISTRATIONS

Mark	Registration Number	Registration Date	Goods	Maintenance
PARKA IN A POCKET	5,765,556	5/28/2019	025: jackets	
TECH PACK	5,722,609	4/9/2019	025: Activewear, namely, jackets	
FOREVER FLOWER	5,161,418	3/14/2017	025: Coats	
FRESH	5,243,596	7/18/2017	025: sweaters and knit tops	
I.B. DIFFUSION	4,973,436	6/7/2016	025: Coats; sweaters and knit tops	
I.B.DIFFUSION	4,046,666	10/25/2011	025: Bottoms; Sweaters; Tops	§8&9: 10/25/2020
JASON MAXWELL	1,012,256	6/3/1975	025: Ladies' sweaters, vests, tops, shorts	
JASON MAXWELL	4,742,281	5/26/2015	025: pants.	§8: 5/26/2020
JM COLLECTIBLES	4,720,838	4/14/2015	025: Sweaters	§8: 4/14/2020
JM COLLECTIBLES	5,286,505	9/12/2017	025: knit tops, knit jackets	
JM SPORT	4,591,384	8/26/2014	025: Activewear, namely, tops, pants, shorts and jackets	§8: 8/26/2019
PAPOOSE ORIGINALS and Design	2,228,671	3/2/1999	025:	EXPIRED

UNITED STATES COMMON LAW TRADEMARKS

Trademark	Goods	Date Of 1st Use in Commerce
Regent – Sutton		
JUMP AHEAD	025: ACTIVEWEAR FOR LADIES, NAMELY TOPS, PANTS, SKIRTS AND SHORTS.	19891108
CINDY JORDAN	men's, women's and children's sportswear clothing; namely, T-shirts, tank tops, blouses, tops, jumpsuits, jackets, coats, pullovers, cardigans, sweaters, dresses, skirts, shorts, pants and swimwear.	19920901
COLLEGE STREET	en's, women's and children's clothing namely, T-shirts, tank tops, shirts, blouses, tops, jumpsuits, overalls, jumpers, jackets, coats, pullovers, sweatshirts, cardigans, sweaters, dresses, shirts, shorts, pants, hats, and swimwear. FIRST USE: 19990201. FIRST USE IN COMMERCE: 19990201	
NEW THINGS	Men's, woman's and children's clothing namely - t-shirts, tank tops, shirts, blouses, tops, jumpsuits, overalls, jumpers, jackets, coats, pullovers, sweatshirts, cardigans, sweaters, dresses, skirts, shorts, pants, hats and swimwear.	20000300
JM ATTITUDE	Men's, woman's and children's clothing namely: t-shirts, tank tops, shirts, blouses, tops, jumpsuits, jackets, coats, pullovers, sweatshirts, cardigans, sweaters, dresses, skirts, shorts, pants, hats and swimwear	20040701
FRESH	Men's, woman's and children's clothing namely-- t-shirts, tank tops, shirts, blouses, tops, jumpsuits, jackets, coats, pullovers, sweatshirts, cardigans, sweaters, dresses, skirts, shorts, pants, hats and swimwear.	20030301
MAXWELL STUDIO	Coats; Jackets	ITU none claimed
HOLA LOLA	025: tops as clothing; pants; shorts; sweaters; T-Shirts; dresses and skirts	None claimed; (Abandoned as an ITU)
PAPOOSE ORIGINALS		

FOREIGN TRADEMARKS

Mark	Registration Number	Issue Date	Maintenance
<u>CANADA</u>			
JASON MAXWELL	TMA415800	8/20/1993	Renewal: 8/20/23
<u>CHINA</u>			
I.B. DIFFUSION	20500808	8/21/2017	Renewal: 8/20/27
JASON MAXWELL	20500807	8/21/2017	Renewal: 8/20/27
<u>MEXICO</u>			
JASON MAXWELL	1,222,431	6/15/2011	Renewal: 4/20/20