

900503626 06/21/2019

900503626 06/21/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM528818

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Denim Group, LTD		06/20/2019	Corporation: NEW YORK

3/01/2019

RECEIVING PARTY DATA

<b>Name:</b>	Alpha Garment, Inc.
<b>Street Address:</b>	1385 Broadway, Suite 400
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10018
<b>Entity Type:</b>	Corporation: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3756859	VINTAGE BRASS

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: 3105520130  
 Email: dmartinez@robinskaplan.com  
 Correspondent Name: David Martinez  
 Address Line 1: 2049 Century Park East Suite 3400  
 Address Line 4: Los Angeles, CALIFORNIA 90067

<b>NAME OF SUBMITTER:</b>	Alejandro Castro
<b>SIGNATURE:</b>	/Alejandro Castro/
<b>DATE SIGNED:</b>	06/21/2019

Total Attachments: 6

- source=Alpha Garment - Vintage Brass Trademark Assignment#page1.tif
- source=Alpha Garment - Vintage Brass Trademark Assignment#page2.tif
- source=Alpha Garment - Vintage Brass Trademark Assignment#page3.tif
- source=Alpha Garment - Vintage Brass Trademark Assignment#page4.tif
- source=Alpha Garment - Vintage Brass Trademark Assignment#page5.tif
- source=Alpha Garment - Vintage Brass Trademark Assignment#page6.tif

OP \$40.00 3756859

### TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and effective as of March 1, 2019 ("Effective Date") by and between Denim Group, LTD, a New York corporation with an address of 1385 Broadway, Suite 1903, New York, NY 10018 (the "Assignor") and Alpha Garment, Inc., a New York Corporation with an address at Alpha Garment Inc. 1385 Broadway, Suite 400, New York, NY 10018 (the "Assignee"). The Assignor and the Assignee may hereinafter be referred to individually as a "Party" and/or collectively as the "Parties."

### RECITALS

**WHEREAS**, the Assignor has, since at least July 27, 2009, used the mark Vintage Brass ("Vintage Brass) in interstate commerce in connection with apparel, including jeans, jackets, pants and shorts.

**WHEREAS**, it is the Assignor's intention to assign and transfer to the Assignee all of its right, title, and interest in and to Vintage Brass; and

**WHEREAS**, the Assignee desires to purchase or acquire all of the Assignor's right, title, and interest in and to Vintage Brass; and

**NOW, THEREFORE**, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

#### 1. ASSIGNMENT OF MARKS.

Effective as of the Effective Date, the Assignor sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes all right, title, and interest of the Assignor in and to the following:

- (a) Vintage Brass;
- (b) the registrations and applications for registrations for Vintage Brass;
- (c) the goodwill of the business connected with and symbolized by Vintage Brass;
- (d) all income, royalties, and damages hereafter due or payable to the Assignor with respect to Vintage Brass including, without limitation, damages and payments for past or future infringements and misappropriations of Vintage Brass; and
- (e) all rights to sue for past, present, and future infringements or misappropriations of Vintage Brass.

## 2. CONSIDERATION.

As consideration for the Assignment and the Assignor's representations and warranties, the Assignee promises to pay the Assignor the amount of One Hundred dollars (\$100) (the "Consideration").

## 3. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.

The Assignor hereby represents and warrants to the Assignee that it:

- (a) is the sole owner of all right, title, and interest in and to Vintage Brass;
- (b) has not assigned, transferred, licensed, pledged, or otherwise encumbered Vintage Brass or agreed to do so;
- (c) has full power and authority to enter into this Assignment;
- (d) is not aware of any violation, infringement, or misappropriation of any third party's rights (or any claim thereof) by Vintage Brass;
- (e) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment;
- (f) was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Vintage Brass.

## 4. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.

The Assignee hereby represents and warrants to the Assignor that it:

- (a) has full power and authority to enter into this Assignment; and
- (b) has sufficient resources to complete the transaction contemplated by this Assignment and the authority to commit such resources for the purposes of such transaction.

## 5. DOCUMENTATION.

The Assignor will, as soon as is reasonably possible following a request from the Assignee, provide the Assignor with a complete copy of all documentation (in any format) relating to the Marks for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert its rights granted pursuant to this Assignment.

## 6. NO FURTHER USE OF MARKS.

After the Effective Date, the Assignor agrees to make no further use of Vintage Brass or any marks confusingly similar thereto, except as authorized by the prior written consent of the Assignee, and the Assignor agrees to not challenge the Assignee's use or ownership, or the validity, of Vintage Brass.

## 7. SUCCESSORS AND ASSIGNS.

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

## 8. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

## 9. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Assignor: Denim Group, LTD  
1385 Broadway, Suite 1903  
New York, NY 10018

If to the Assignee: Alpha Garment, Inc.  
1385 Broadway, Suite 400  
New York, NY 10018

With a copy  
(by email) to: David Martinez, Esq. (dmartinez@robinskaplan.com)  
Robins, Kaplan LLP  
2049 Century Park East, Suite 3400  
Los Angeles, California 90067- 3208

**10. GOVERNING LAW.**

This Assignment shall be governed by the laws of the state of New York.

**11. COUNTERPARTS/ELECTRONIC SIGNATURES.**

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

**12. SEVERABILITY.**

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

**13. ENTIRE ASSIGNMENT.**

This Assignment constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

**14. HEADINGS.**

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

**IN WITNESS WHEREOF**, the Parties have executed this Assignment as of the date first above written.

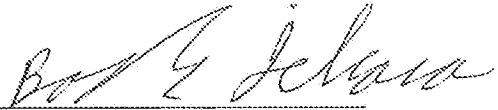
Alpha Garment, Inc.

By: \_\_\_\_\_



Charles Jebara,  
Chief Executive Officer

Denim Group, LTD

By:   
Badr. Jebara,  
Chief Executive Officer

