

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536868

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Men's Wearhouse, Inc.		08/16/2019	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Twin Hill Acquisition Company, Inc.		
Street Address:	6380 Rogerdale Road		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77072		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5114603	TWINHILL	
Registration Number:	3557482	TWINHILL	
Registration Number:	2165445	TWINHILL	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	202-467-8800		
Email:	mjhoran@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 - IPLAW@VORYS		
Address Line 2:	ATTN: LAURA T. GEYER		
Address Line 4:	Columbus, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	72191-71		
NAME OF SUBMITTER:	Miranda Horan		
SIGNATURE:	/MirandaHoran/		
DATE SIGNED:	08/16/2019		
Total Attachments: 4			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT AND TRANSFER AGREEMENT

This Trademark and Domain Name Assignment and Transfer Agreement (the “Assignment”) is made effective as of the 16th day of August, 2019, by and between The Men’s Wearhouse, Inc. a Texas corporation, with a business address at 6380 Rogerdale Road, Houston, Texas 77072 (“Assignor”), and Twin Hill Acquisition Company, Inc., a California corporation, also with a business address at 6380 Rogerdale Road, Houston, Texas 77072 (“Assignee”).

WHEREAS, Assignor and Assignee are parties to that certain Stock Purchase Agreement dated as of August 16, 2019 (the “Stock Purchase Agreement”), pursuant to which TH Holdco Inc. is acquiring all of the issued and outstanding shares of capital stock of the Assignee;

WHEREAS, Assignor is the owner of certain trademarks used or useful in the business of Assignee as set forth on Schedule A attached hereto (the “Marks”), including the goodwill of the business associated therewith;

WHEREAS, Assignor is the sole owner of all right, title, and interest in and to certain Domain Names used or useful in the business of Assignee as set forth on Schedule B attached hereto (the “Domain Names”);

WHEREAS, as contemplated by the Stock Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title, and interest in the Marks (including the goodwill of Assignor’s business associated therewith); and

WHEREAS, as contemplated by the Stock Purchase Agreement, Assignor wishes to effectuate the transfer of the Domain Names to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged:

1. Assignor hereby assigns, transfers and conveys unto Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the Marks together with the goodwill of the business connected with the use of and symbolized by the Marks, as well as all rights of action against third parties for past and future infringements thereof.
2. Assignor shall make all necessary arrangements with the current Registrar of the Domain Names or any other Registrar to transfer to Assignee all right, title, and interest in and to the Domain Names, including, but not limited to, unlocking and initiating the online transfer of the Domain Names, completing any registrant or Registrar name change agreements, providing Assignee with authorization, information or EPP codes and the like, responding to transfer emails or other electronic instructions or requests, and corresponding with the current Registrar of the Domain Names or any other Registrar, as necessary, to effectuate the transfer of the Domain Names to Assignee. “Registrar” shall mean a company or organization accredited by the Internet Corporation for Assigned Names and Numbers to provide registration services for top-level internet domain names.

Each of the parties hereto shall execute, acknowledge and deliver such other documents and instruments and take such further actions as may be reasonably required or desired to carry out the provisions hereof and give effect to the transactions contemplated under this Assignment.

This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by a duly authorized representative to be effective as of the date set forth above.

ASSIGNOR:

THE MEN'S WEARHOUSE, INC.

By: *Jack Calandra*

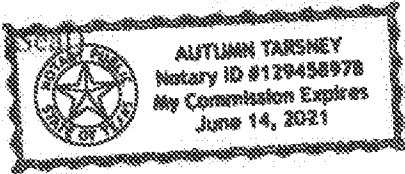
Name: Jack Calandra

Title: Executive Vice President, Chief Financial Officer and Treasurer

State of Texas

County of *Harris*

This instrument was acknowledged before me on *11/14/19*, 2019 by Jack Calandra, Executive Vice President, Chief Financial Officer and Treasurer of The Men's Wearhouse, Inc., a Texas corporation, on behalf of said corporation.



Autumn Tarsney
Notary Public

ASSIGNEE:

TWIN HILL ACQUISITION COMPANY, INC.

By: *Jack Calandra*

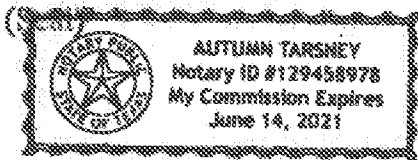
Name: Jack Calandra

Title: Executive Vice President, Chief Financial Officer and Treasurer

State of Texas

County of *Harris*

This instrument was acknowledged before me on *11/14/19*, 2019 by Jack Calandra, Executive Vice President, Chief Financial Officer and Treasurer of Twin Hill Acquisition Company, Inc., a California corporation, on behalf of said corporation.



Autumn Tarsney
Notary Public

SCHEDULE A

Trademarks

Country	Mark	Registration Number
Australia	TWINHILL	1833576 (IR)
Canada	TWINHILL	TMA692835
Canada	TWINHILL	TMA807814
Canada		TMA520241
China	TWINHILL	22162907
China	TWINHILL in Class 40	22162906
Colombia	TWINHILL	1336157 (IR)
European Union	TWINHILL	9149006
Hong Kong	TWINHILL	303981457
India	TWINHILL	3537905 (IR)
Indonesia	TWINHILL	IDM000601865
International Bureau (WIPO)	TWINHILL	1336157 (IR)
Japan	TWINHILL	1336157 (IR)
Republic of Korea	TWINHILL	1336157 (IR)
Mexico	TWINHILL	1839728 (IR)
Mexico	TWINHILL	1839729 (IR)
New Zealand	TWINHILL	1063113 (IR)
Philippines	TWINHILL	1336157 (IR)
Russian Federation	TWINHILL	1336157 (IR)
Singapore	TWINHILL	1336157 (IR)
Switzerland	TWINHILL	1336157 (IR)
Taiwan R.O.C.	TWINHILL	01863081
United Kingdom		2206236
United States of America	TWINHILL	5114603
United States of America	TWINHILL	3557482
Vietnam	TWINHILL	1336157 (IR)
United States of America	TWINHILL	2165445

SCHEDULE B

Domain Names

twinhill.biz
twinhill.co.uk
twinhill.com
twinhill.es
twinhill.hk
twinhill.in
twinhill.info
twinhill.jp
twinhill.mx
twinhill.net
twinhill.org
twinhill.sg
twinhillgolf.biz
twinhillgolf.com
twinhillgolf.info
twinhillgolf.net
twinhillgolf.org