

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552403

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GBG USA Inc.		10/29/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Centric Brands Holding LLC		
Street Address:	350 Fifth Avenue		
Internal Address:	6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10118		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2332198	ROSETTI NEW YORK	
Registration Number:	3741427	ROSETTI	
Registration Number:	3764749	LILY BLOOM	
Registration Number:	5154476	LILY BLOOM	
CORRESPONDENCE DATA			
Fax Number:	5132416234		
<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:	5132412324		
Email:	tremaklus@whe-law.com		
Correspondent Name:	Theodore R. Remaklus		
Address Line 1:	441 Vine Street		
Address Line 2:	2700 Carew Tower		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Theodore R. Remaklus		
SIGNATURE:	/theodore r remaklus/		
DATE SIGNED:	12/09/2019		
Total Attachments: 7			

OP \$115.00 2332198

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into and made effective as of October 29, 2018 by and between GBG USA Inc., a Delaware corporation ("Assignor") and Centric Brands Holding LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor owns all right, title and interest in and to the trademarks, service marks, logos, designs, names and trade names listed on Schedule A attached hereto (the "Trademarks"), all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by such Trademarks;

WHEREAS, Differential Brands Group Inc., a Delaware corporation ("Purchaser"), Global Brands Group Holding Limited, a Bermuda corporation with limited liability, and Assignor entered into a Purchase and Sale Agreement, dated as of June 27, 2018 (the "Purchase Agreement"); pursuant to which, among other others, Purchaser agreed to purchase certain assets from Assignor, including the Trademarks;

WHEREAS, Purchaser desires and directs that the Trademarks be assigned directly from Assignor to Assignee; and

WHEREAS, effective as of the date hereof, Assignor desires to transfer, assign and convey to Assignee, all of Assignor's right, title and interest in and to the Trademarks, on and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for certain monetary consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Effective as of the date hereof, Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, its successors and permitted assigns, and Assignee hereby assumes and accepts, all of Assignor's right, title and interest, in and to the Trademarks, including all trademark applications and registrations relating thereto, any renewals and extensions relating to the Trademarks, any common law rights to such Trademarks, all issuances, extensions and renewals of the foregoing, all rights to create new trademarks that incorporate the foregoing, all rights to request, apply for, file and register the foregoing, all goodwill of the business arising from use of and symbolized by the Trademarks, the portion of the business of Assignor to which any intent-to-use applications set forth on Schedule A pertains (and that business is ongoing and existing), all defenses, claims and causes of action either in law or in equity against third parties for any and claims for damages by reason of all present, past and future infringement, dilution or violation of the rights being assigned and the right to sue and collect damages and seek injunctive relief from the foregoing, and retain any income royalties, other payments, and proceeds therefrom now and hereafter due and/or payable to Assignor in respect to the foregoing, as well as all rights of any kind whatsoever of Assignor accruing under any of the foregoing by applicable law of any jurisdiction, by international treaties and conventions and otherwise, and in and to all rights

corresponding to the foregoing throughout the world; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, and permitted assigns for its own use and benefit as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been entered into.

2. Recordation and Further Assurances. Assignor authorizes and requests the competent authorities including without limitation the Commissioner for Patents of 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 whose duty is to issue trademark registrations or other evidence or forms of intellectual property and/or industrial property protection on applications as aforesaid, to record and/or register this Assignment in accordance with the Assignment. Assignor hereby agrees to promptly execute, or cause to be executed, upon the reasonable request of Assignee and at Assignee's sole cost and expense, such additional instruments, documents, declarations, consents and papers as are reasonably necessary or desirable to continue, secure, defend and register the Trademarks, and to otherwise give full effect to and to perfect the rights of Assignee under this Assignment, including, without limitation, (a) perfecting all right, title and interest herein conveyed; (b) prosecuting any applications herein conveyed; (c) legal proceedings involving any trademark and any applications therefor, including without limitation opposition proceedings, infringement actions and court actions; (d) 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.

3. Rights Cumulative; Scope of Assignment. The rights, duties and obligations of the parties hereunder shall be cumulative and in addition to the rights, duties and obligations of the parties under the Purchase Agreement. Notwithstanding any other provision of this Assignment to the contrary, nothing contained herein shall in any way supersede, amend, rescind, waive, expand, or in any other way affect the provisions, including the representations, warranties, covenants and agreements or the rights and remedies of any of the parties under the Purchase Agreement, and, to the extent of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern. This Assignment is intended only to effect the transfer of the Trademarks, pursuant to the Purchase Agreement, and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the 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.

5. Amendments. This Assignment may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

6. Severability. If any provision hereof or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of such provision to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

7. Counterparts. 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 one or more signatures to this Assignment by email (in PDF or similar electronic file format) shall be deemed adequate delivery for all purposes hereof.

8. Notices. All notices and other communications hereunder shall be in writing and shall be made in accordance with Section 11.5 of the Purchase Agreement.

9. Binding Effect; Assignment. This Assignment and the respective rights, covenants, conditions and obligations of the parties hereunder and any instrument or agreement executed pursuant hereto shall be binding upon and enforceable by, and shall inure solely to the benefit of, the parties hereunder and their respective heirs, successors and permitted assigns and legal representatives, but shall not create any rights enforceable by any other person.

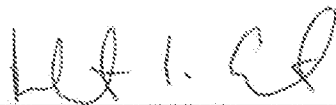
10. Section Titles. The titles of the sections of this Assignment are for convenience only and will not in any way affect the interpretation of any section or of the Assignment itself.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed in their respective names by their respective officers duly authorized, as of the date first written above.

ASSIGNOR

GBG USA INC.

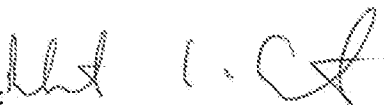
By: 

Name: Robert K. Smits

Title: Secretary

ASSIGNEE

CENTRIC BRANDS HOLDING LLC

By: 

Name: Robert K. Smits

Title: Authorized Person

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006811 FRAME: 0070

UNITED STATES OF AMERICA)
STATE OF New York) ss.:
COUNTY OF New York)

On this 26th day of October 2018, before me personally appeared

Robert K. Smits, personally known to me, who, being by me duly sworn, did depose and say that he/she is the Secretary of GBG USA Inc., the company described in and which executed the foregoing instrument; and that he/she is duly authorized to execute the foregoing instrument on behalf of said company.

ALEXIS J GOETT
Notary Public, State of New York
No. 01GO6328695
Qualified in New York County
My Commission Expires 08/03/2019

Alexis J Goett
Notary Public

(Notarial Seal)

UNITED STATES OF AMERICA)
STATE OF New York) ss.:
COUNTY OF New York)

On this 26th day of October 2018, before me personally appeared

Robert K. Smits, personally known to me, who, being by me duly sworn, did depose and say that he/she is the Authorized Person of Centric Brands Holding LLC, the company described in and which executed the foregoing instrument; and that he/she is duly authorized to execute the foregoing instrument on behalf of said company.

ALEXIS J GOETT
Notary Public, State of New York
No. 01GO6328695
Qualified in New York County
My Commission Expires 08/03/2019

Alexis J Goett
Notary Public

(Notarial Seal)

[Trademark Assignment - GBG USA to CBH]

TRADEMARK
REEL: 006811 FRAME: 0071

SCHEDULE A
Schedule of Trademarks

Jurisdiction	Trademark	Application No.	Application Date	Registration No.	Registration Date
Australia	LILY BLOOM & Design	1839209	14-Nov-2016	1339892	14-Nov-2016
Canada	ROSETTI	1848370	19-Jul-2017		
Canada	SPARROW TRUE	1467501	28-Jan-2010	TMA809627	20-Oct-2011
Community Trademark	LILY BLOOM & Design	1339892	14-Nov-2016	1339892	14-Nov-2016
World Intellectual Property Organization	ROSETTI	1324040	10-May-2016	1324040	10-May-2016
	<i>Designations to Australia and New Zealand</i>			<i>(AUS Designation: 808598; NZ Designation Pending)</i>	
Panama	ROSETTI	249794-01	17-May-2016		
United States	ID PROTECT	86/680,419	1-Jul-2015	5,097,483	6-Dec-2016
United States	{T} TUTILO	86/552,571	4-Mar-2015	5,151,742	28-Feb-2017
United States	{T} TUTILO	86/979,583	4-Mar-2015	5,028,679	23-Aug-2016
United States	{T} TUTILO CARRY THE DAY	86/979,582	5-Nov-2014	5,172,973	28-Mar-2017
United States	ADAM & ALIX	85/291,419	11-Apr-2011	4,052,837	8-Nov-2011
United States	APPROVED SCHOOL WEAR ASW	78/348,401	6-Jan-2004	3,330,493	6-Nov-2007
United States	CARGOLINA	86/244,153	7-Apr-2014	4,765,608	30-Jun-2015
United States	CARRY THE DAY	86/445,041	5-Nov-2014	4,928,462	29-Mar-2016
United States	ID PROTECH	86/680,431	1-Jul-2015	5,161,902	14-Mar-2017
United States	LILY BLOOM & DESIGN	77/620,243	23-Nov-2008	3,764,749	23-Mar-2010
United States	LILY BLOOM	87/036084	13-May-2016	5,154,476	07-Mar-2017
United States	MISCELLANEOUS DESIGN (ROSE DESIGN)	76/061,114	1-Jun-2000	2,570,840	21-May-2002
United States	OLIVIA + JOY	77/911,824	14-Jan-2010	3,898,070	28-Dec-2010
United States	OLIVIA + JOY	86/608,009	23-April-2015	5,350,982	05-Dec-2017
United States	Roman Numeral II - TWO BY TWO design	86/113,505	8-Nov-2013	4,622,456	14-Oct-2014
United States	Roman Numeral II design	86/113,483	8-Nov-2013	4,634,022	4-Nov-2014
United States	ROSETTI	76/061,036	1-Jun-2000	3,741,427	26-Jan-2010
United States	ROSETTI NEW YORK	75/663,144	17-Mar-1999	2,332,198	21-Mar-2000
United States	SORELLA	75/785,802	26-Aug-1999	2,613,701	3-Sep-2002
United States	STRADA	74/640,314	22-Feb-1995	2,044,557	11-Mar-1997
United States	TUTILO	86/247,441	9-Apr-2014	4,918,723	15-Mar-2016

Jurisdiction	Trademark	Application No.	Application Date	Registration No.	Registration Date
United States	TUTILO BOOST	86/680,438	1-Jul-2015	5,083,176	15-Nov-2016
United States	TWO BY TWO	86/113,496	8-Nov-2013	4,634,024	4-Nov-2014
United States	TWOBYTWO	86/080,745	2-Oct-2013	4,622,397	14-Oct-2014
United States	WHATEVER	75/268,186	2-Apr-1997	2,158,684	19-May-1998
United States	SMART POUCH	86/924,255	1-Mar-2016	5,481,548	29-May-2018
United States	ILLUSIONS BY OLIVIA + JOY	87/141,240	17-Aug-2016	5,434,149	27-Mar-2018
Mexico	ROSETTI	358687	16-Dec-1998	601470	24-Feb-2009