

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559741

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McGregor Industries Inc.		12/02/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	PVH Legwear LLC		
Street Address:	1411 Broadway		
Internal Address:	2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5562932	THE ORIGINAL CUSHION SOLE COMFORT SOCK	
CORRESPONDENCE DATA			
Fax Number:	2122453009		
<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:	2125416222		
Email:	Trademark@kanekessler.com		
Correspondent Name:	Linda M. Dougherty		
Address Line 1:	666 3rd Avenue		
Address Line 2:	23rd Floor		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Linda M. Dougherty		
SIGNATURE:	/Linda M. Dougherty/		
DATE SIGNED:	01/31/2020		
Total Attachments: 13			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is dated as of the 2nd day of December, 2019 between **MCGREGOR INDUSTRIES INC. ("McGregor")** and **AMERICAN ESSENTIALS INC. ("AE")**, and together with McGregor, collectively "**Assignors**") and **PVH LEGWEAR LLC ("Assignee")**.

RECITALS:

- A. The Assignors are the owners of certain Trademarks and Trademark Rights as more fully identified on Schedule "A" annexed hereto (such trademarks set out in Schedule "A", the "**Assigned Trademarks**");
- B. Pursuant to an asset purchase agreement made as of the 3rd day of July, 2019 between the Assignors, American Essentials International Limited and the Assignee (the "**Purchase Agreement**"), the Assignors have agreed to transfer all of their respective rights, title, and interests in and to the Assigned Trademarks to the Assignee upon and subject to the terms and conditions set out in the Purchase Agreement; and
- C. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the payment of the consideration stipulated in the Purchase Agreement and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party), the parties hereto agree as follows:

1. **Recitals.** Each of the Assignors hereby covenants and agrees that the recitals to this Trademark Assignment are true in substance and in fact and are hereby incorporated into, and form an integral part of, this Trademark Assignment.
2. **McGregor Trademark Assignment.** McGregor hereby sells, assigns, and transfers unto the Assignee all of its right, title and interest in and to:
 - (a) the Assigned Trademarks owned by McGregor (the "**McGregor Trademarks**"), including all applications, registrations and filings for the McGregor Trademarks that have been registered, filed, certified or otherwise perfected or recorded with or by any Governmental Authority or quasi-public legal authority anywhere in the world, including the United States Patent and Trademark Office, that are registered or recorded in the name of, are or were filed or recorded in the name of, or that have been assigned to, McGregor;
 - (b) the goodwill of the Business symbolized by the McGregor Trademarks; and
 - (c) all claims for damages by reason of past infringement of the McGregor Trademarks, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, and other legal representatives.

3. **AE Trademark Assignment.** AE hereby sells, assigns, and transfers unto the Assignee all of its right, title and interest in and to:
 - (a) the Assigned Trademarks owned by AE (the "**AE Trademarks**"), including all applications, registrations and filings for the AE Trademarks that have been registered, filed, certified or otherwise perfected or recorded with or by any Governmental Authority or quasi-public legal authority anywhere in the world, including the United States Patent and Trademark Office, that are registered or recorded in the name of, are or were filed or recorded in the name of, or that have been assigned to, AE;
 - (b) the goodwill of the Business symbolized by the AE Trademarks; and
 - (c) all claims for damages by reason of past infringement of the AE Trademarks, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, and other legal representatives.
4. **Non-Merger.** The provisions hereof shall not merge in or be superseded by and shall survive (to the extent provided for in the Purchase Agreement) the completion of the transactions provided for in the Purchase Agreement.
5. **Conflict.** If there is any conflict between the provisions of this Trademark Assignment, on the one hand, and the provisions of the Purchase Agreement, on the other, the provisions of the Purchase Agreement shall prevail, as the case may be.
6. **Further Assurances.** Each of the parties hereto shall promptly do, make, execute, deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other party hereto may reasonably require from time to time for the purpose of giving effect to this Trademark Assignment.
7. **Enurement.** This Trademark Assignment shall enure to the benefit of and shall be binding on and enforceable by the parties and their respective successors and permitted assigns, as the case may be.
8. **Governing Law.** This Trademark Assignment shall be construed in accordance with the laws of the State of New York and shall be treated, in all respects, as a New York contract.
9. **Counterparts.** This Trademark Assignment may be executed in any number of counterparts, and/or by facsimile or PDF file, each of which constitute an original and all of which, when taken together, shall constitute one and the same instrument.

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DATED at Toronto, Ontario, Canada as of the 2nd day of December, 2019.

Assignors

MCGREGOR INDUSTRIES INC.

Per: 

Name: Earl Lipson

Title: Co-President & Chief Executive Officer

Per: _____

Name: Jordan Lipson

Title: Co-President & Chief Marketing Officer

We have authority to bind the corporation

AMERICAN ESSENTIALS INC.

Per: _____

Name: Jordan Lipson

Title: Co-President & Chief Executive Officer

Per: 

Name: Earl Lipson

Title: Co-President & Chief Operating Officer

We have authority to bind the corporation

#00077

DATED at Toronto, Ontario, Canada as of the 2nd day of December, 2019.

Assignors

MCGREGOR INDUSTRIES INC.

Per: _____
Name: Earl Lipson
Title: Co-President & Chief Executive Officer

Per: _____
Name: Jordan Lipson
Title: Co-President & Chief Marketing Officer
We have authority to bind the corporation

AMERICAN ESSENTIALS INC.

Per: _____
Name: Jordan Lipson
Title: Co-President & Chief Executive Officer

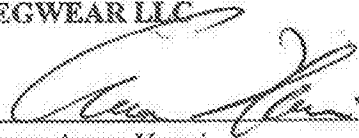
Per: _____
Name: Earl Lipson
Title: Co-President & Chief Operating Officer
We have authority to bind the corporation

#00048

Assignees

FVH LEGWEAR LLC

Per: _____


Name: Aaron Harari

Title: Chief Executive Officer

Schedule "A"

Assigned Trademarks

See attached.

Sellers' Trademarks									
Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Current Owner	Amalgamations Not Recorded	
AMERICAN ESSENTIALS & EAGLE Design	Australia	565436	17-Oct-91	A565436	15-Dec-94	Registered	McGregor		
HAPPY FOOT	Australia	1269233	24-Oct-08	1269233	15-Feb-11	Registered	McGregor		
AMERICAN ESSENTIALS & AE Design	Belux	898543	31-Jul-97	619334	2-Jun-98	Registered	McGregor	2010	
AENVY BY AMERICAN ESSENTIALS & Design	Brazil	840312970	26-Oct-12	840312970	September-26-17	Registered	McGregor		
AMERICAN ESSENTIALS & AE	Brazil	820664022	8-Apr-98	820664022	7-Nov-00	Registered	McGregor	2010	
AMERICAN ESSENTIALS NEW YORK & Design	Brazil	840312938	26-Oct-12	840312938	13-Oct-15	Registered	McGregor		
ADMIRAL	Canada	374,672	17-Apr-74	210,069	17-Oct-75	Registered	McGregor		
AMERICAN ESSENTIALS	Canada	566,797	25-Jul-86	344,193	26-Aug-88	Registered	McGregor		
AMERICAN ESSENTIALS & AE Design	Canada	769,729	28-Nov-94	520,871	22-Dec-99	Registered	McGregor		
AMERICAN ESSENTIALS LUXURY	Canada	1419382	12-Nov-08	825,728	7-Jun-12	Registered	McGregor		
AMERICAN ESSENTIALS NEW YORK	Canada	1349571	23-May-07	768,721	3-Jun-10	Registered	McGregor		
BONNY BEST	Canada	264,194	29-Jul-61	219,206	25-Feb-77	Registered	McGregor		
DIAMOND PATTERN ON SOCK Design	Canada	586,407	19-Jun-87	348,038	18-Nov-88	Registered	McGregor		
EAGLE Design	Canada	577,424	2-Feb-87	344,395	2-Sep-88	Registered	McGregor		
ECOLOGIX	Canada	1330536	22-Dec-06	822,436	18-Apr-12	Registered	McGregor		
ESSENTIALS BY McGregor	Canada	1031718	8-Oct-99	633,310	21-Feb-05	Registered	McGregor		
FEEL GOOD BY McGregor	Canada	1300837	24-Apr-06	703,544	19-Dec-07	Registered	McGregor		
FEEL GOOD McGregor	Canada	1300838	24-Apr-06	703,414	18-Dec-07	Registered	McGregor		

FOOT Design	Canada	1604766	3-Dec-12	941,442	21-Jun-16	Registered	McGregor	
FOOT Design	Canada	1604767	3-Dec-12	941,443	21-Jun-16	Registered	McGregor	
FOOTPRINTS	Canada	400,195	15-Jul-76	225,263	6-Jan-78	Registered	McGregor	
FOOTSTEPS	Canada	489,656	15-Jul-82	279,523	13-May-83	Registered	McGregor	
FRISKY FOOT	Canada	413,548	22-Jul-77	238,066	7-Dec-79	Registered	McGregor	
GLENGARRY	Canada	172,323	21-Dec-37	UCAI0998	21-Dec-37	Registered	McGregor	
GLENGARRY & Design	Canada	854,801	29-Aug-97	513,248	26-Jul-99	Registered	McGregor	
HAPPY	Canada	264,085	22-Jul-61	131,953	19-Jul-63	Registered	McGregor	
HAPPY FOOT	Canada	680,658	24-Apr-91	401,185	7-Aug-92	Registered	McGregor	
HAPPY FOOT & Design	Canada	770,446	7-Dec-94	489,802	12-Feb-98	Registered	McGregor	
HAPPY FOOT CARPET CUSHION Design	Canada	680,662	24-Apr-91	429,843	1-Jul-94	Registered	McGregor	
HAPPY FOOT JR.	Canada	680,659	24-Apr-91	401,186	7-Aug-92	Registered	McGregor	
HAPPY STEP	Canada	253,782	5-Nov-59	118,233	27-May-60	Registered	McGregor	
HAPPYFOOT	Canada	183,279	9-Nov-43	UCAI8614	9-Nov-43	Registered	McGregor	
HAPPYFOOT & Design	Canada	1604773	3-Dec-12	936,754	4-May-16	Registered	McGregor	
HAPPYFOOT & Foot Design	Canada	1604771	3-Dec-12	936,758	4-May-16	Registered	McGregor	
HAPPYFOOT & Foot Design	Canada	1604772	3-Dec-12	953,519	27-Oct-16	Registered	McGregor	
HAPPYFOOT AND SMILING SOCK WITH TAM Design	Canada	680,660	24-Apr-91	402,861	18-Sep-92	Registered	McGregor	
HAPPYFOOT Design	Canada	382,413	27-Jan-75	219,501	18-Mar-77	Registered	McGregor	
HAPPYFOOT HEALTHSOCKS	Canada	402,848	6-Oct-76	244,471	9-May-80	Registered	McGregor	

HOW HEALTHY FEELS	Canada	1910400	JULY-19-18			Pending	McGregor	
HUSKIES	Canada	213,350	6-Dec-51	UCA41375	6-Dec-51	Registered	McGregor	
M & Design	Canada	448,845	17-Jan-80	257,942	17-Apr-81	Registered	McGregor	
MCG	Canada	1011968	15-Apr-99	586,723	6-Aug-03	Registered	McGregor	
MCG BY McGregor	Canada	1011967	15-Apr-99	633,778	25-Feb-05	Registered	McGregor	
MCGREGOR	Canada	735,549	23-Aug-93	633,568	23-Feb-05	Registered	McGregor	
MCGREGOR	Canada	595,340	12-Nov-87	436,031	20-Jan-95	Registered	McGregor	
MCGREGOR	Canada	993,104		NFLD3104	19-May-48	Registered	McGregor	
MCGREGOR	Canada	387,964 - 1	21-Jul-75	228,477	16-Jun-78	Registered	McGregor	
MCGREGOR & Design	Canada	246,322	3-Jul-58	295,616	28-Sep-84	Registered	McGregor	
MCGREGOR & Design	Canada	246,337	3-Jul-58	251,104	2-Oct-80	Registered	McGregor	
MCGREGOR & Design	Canada	246,339	3-Jul-58	243,141	18-Apr-80	Registered	McGregor	
MCGREGOR & Design	Canada	246,340	3-Jul-58	251,105	2-Oct-80	Registered	McGregor	
MCGREGOR & Design	Canada	1220268	8-Jun-04	749,488	6-Oct-09	Registered	McGregor	
MCGREGOR & Design	Canada	563,924	5-Jun-86	424,440	4-Mar-94	Registered	McGregor	
MCGREGOR & Design	Canada	387,963	21-Jul-75	251,620	17-Oct-80	Registered	McGregor	
MCGREGOR ATHLETICS & DESIGN	Canada	563,919	5-Jun-86	616,381	6-Aug-04	Registered	McGregor	
MCGREGOR HAPPY FOOT & DESIGN	Canada	1331741	12-Jan-07	773,396	30-Jul-10	Registered	McGregor	
MCGREGOR KIDS	Canada	1065574	30-Jun-00	633,223	21-Feb-05	Registered	McGregor	
MCGREGOR KIDS & Design	Canada	1065573	30-Jun-00	633,456	22-Feb-05	Registered	McGregor	

MCGREGOR KNIT QUALITY HOSE & Design	Canada	246,338	3-Jul-58	243,683	25-Apr-80	Registered	McGregor	
MCGREGOR MILLS	Canada	1346029	25-Apr-07	767,378	19-May-10	Registered	McGregor	
MISS McGregor	Canada	231,492	6-Jul-55	141,577	25-Aug-65	Registered	McGregor	
NEXT	Canada	757,054	13-Jun-94	520,870	22-Dec-99	Registered	McGregor	
NEXT	Canada	681,797	10-May-91	419,119	5-Nov-93	Registered	McGregor	
PREMIUM McGregor	Canada	1721095	26-Mar-15	934,671	13-Apr-16	Registered	McGregor	
PROUD TO BE McGregor	Canada	1823147	16-Feb-17	1,003,324	8-Aug-18	Registered	McGregor	
PROUD TO BE McGregor & DESIGN	Canada	1823234	16-Feb-17	1029410	20-Jun-19	Registered	McGregor	
PUSH UPS	Canada	463,494	31-Dec-80	264,566	27-Nov-81	Registered	McGregor	
ROUGH RIDER	Canada	448,800	15-Jan-80	253,383	28-Nov-80	Registered	McGregor	
SCOTSMAN Design	Canada	261,948	23-Mar-61	123,865	6-Oct-61	Registered	McGregor	
SMILING FOOT WITH TAM Design	Canada	680,663	24-Apr-91	402,658	11-Sep-92	Registered	McGregor	
SMILING SOCK Design	Canada	183,280	9-Nov-43	UCA18622	9-Nov-43	Registered	McGregor	
SMOKIN' MOOSE	Canada	1878391	19-Jan-18			Pending	McGregor	
SOCK Design	Canada	620,135	28-Nov-88	362,273	3-Nov-89	Registered	McGregor	
SOFT STEP	Canada	268,621	5-Apr-62	139,148	5-Feb-65	Registered	McGregor	
SOFT TOUCH	Canada	317,635	15-Nov-68	169,244	15-May-70	Registered	McGregor	
SOLEFOOD	Canada	397,713	6-May-76	222,094	22-Jul-77	Registered	McGregor	
SUPERSTAR	Canada	358,452	6-Nov-72	194,807	12-Oct-73	Registered	McGregor	
SUPERSTAR & Design	Canada	1825868	6-Mar-17	1029415	20-Jun-19	Registered	McGregor	

TARTAN Design	Canada	429,000	28-Aug-78	243,016	11-Apr-80	Registered	McGregor	
TENDERFOOT	Canada	489,657	15-Jul-82	279,524	13-May-83	Registered	McGregor	
THE HAPPYFOOT SOCK COMPANY	Canada	1408591	18-Aug-08	857,681	14-Aug-13	Registered	McGregor	
THE ORIGINAL CUSHION SOLE COMFORT SOCK	Canada	744,360	23-Dec-93	553,113	31-Oct-01	Registered	McGregor	
TOUCH ME	Canada	1049509	6-Mar-00	624,695	4-Nov-04	Registered	McGregor	
TOUCHEZ-MOI	Canada	1049510	6-Mar-00	624,544	3-Nov-04	Registered	McGregor	
UNDERLOUNGE	Canada	111,2057	9-Aug-01	581,844	16-May-03	Registered	McGregor	
V/SCOUNT Design	Canada	236,866	27-Jul-56	114,746	17-Jul-59	Registered	McGregor	
WEEKENDER	Canada	513,620	9-Dec-83	326,502	16-Apr-87	Registered	McGregor	
WEEKENDER CLUB	Canada	585,344	2-Jun-87	341,029	27-May-88	Registered	McGregor	
AMERICAN ESSENTIALS & AE Design	Chile	408,414	13-Mar-98	585,828	20-Dec-00	Registered	McGregor	2010
HAPPY FOOT	Chile	1,026,360	24-Sep-12	1,004,874	28-Aug-13	Registered	McGregor	
HAPPYFOOT	China	10426049	16-Jan-12	10426049	21-Mar-13	Registered	McGregor	
HAPPYFOOT	China	8292381	13-May-10	8292381	28-Nov-13	Registered	McGregor	
AMERICAN ESSENTIALS & AE Design	Denmark	VA 05,091 1995	6-Jul-95	VR01, 867	22-Mar-96	Registered	McGregor	2005, 2006, 2010
HAPPYFOOT	European	9366519	10-Sep-10	9366519	21-Feb-11	Registered	McGregor	2010
AMERICAN ESSENTIALS & EAGLE Design	France	884652	27-Oct-87	1721278	27-Oct-87	Registered	McGregor	
AMERICAN ESSENTIALS & EAGLE DESIGN	Germany	M 61 309/25WZ	2-Sep-87	1 122 835	1-Jun-88	Registered	McGregor	
AMERICAN ESSENTIALS & AE Design	Hong Kong	13777/94	22-Nov-94	B08282/1998	22-Nov-94	Registered	McGregor	2005, 2006, 2010
AMERICAN ESSENTIALS	India	1853359	21-Aug-09	1853359	13-Sep-17	Registered	McGregor	2010

AMERICAN ESSENTIALS & AE Design	Israel	1139111	29-Jul-97	1139111	7-Jan-99	Registered	McGregor	
AMERICAN ESSENTIALS	Italy	RM2001C006367	20-Nov-91	988888	30-Dec-93	Registered	McGregor	2005, 2006, 2010
AMERICAN ESSENTIALS & EAGLE Design	Italy	RM2001C006368	20-Nov-91	988889	30-Dec-93	Registered	McGregor	2005, 2006, 2010
AMERICAN ESSENTIALS	Japan	2001-052881	25-May-01	4,731,623	5-Dec-03	Registered	McGregor	2010
HAPPY FOOT & DESIGN	Japan	7-135018	26-Dec-95	4,021,289	4-Jul-97	Registered	McGregor	2005, 2006, 2010
AMERICAN ESSENTIALS	Korea, Republic of	40-2010-0053175	15-Oct-10	40-0916730	23-Apr-12	Registered	McGregor	2010
american essentials	Korea, Republic of	40-2010-0021028	20-Apr-10	40-0865113	17-May-11	Registered	McGregor	2010
HAPPYFOOT BY AMERICAN ESSENTIALS	Korea, Republic of	40-2010-0053181	15-Oct-10	40-0916718	23-Apr-12	Registered	McGregor	2010
AMERICAN ESSENTIALS & Design	Mexico	1800719	26-Sep-16	1717010	7-Feb-17	Registered	McGregor	
AMERICAN ESSENTIALS (word mark)	Mexico	1266306	14-Apr-12	1316155	25-Sep-12	Registered	McGregor	
AMERICAN ESSENTIALS & EAGLE DESIGN CI.25	New Zealand	213653	15-Oct-91	213653	10-Jul-96	Registered	McGregor	
AMERICAN ESSENTIALS CI.25	New Zealand	213652	15-Oct-91	213652	10-Jul-96	Registered	McGregor	
AMERICAN ESSENTIALS & Design	Paraguay	47008/2012	5-Oct-12	431870	31-Oct-16	Registered	McGregor	
AMERICAN ESSENTIALS & AE Design	Singapore	S/9784/97	11-Aug-97	T97/09784Z	11-Aug-97	Registered	McGregor	
AMERICAN ESSENTIALS	Spain	1733686	30-Nov-92	1733686	20-Sep-95	Registered	McGregor	
AMERICAN ESSENTIALS	Taiwan	97026045	2-Jun-08	1374483	16-Aug-09	Registered	McGregor	
AMERICAN ESSENTIALS	U.S.A.	74/286,977	22-Jun-92	1,933,423	7-Nov-95	Registered	AE	
AMERICAN ESSENTIALS	U.S.A.	88445369	24-May-19			Pending	AE	
AMERICAN ESSENTIALS	U.S.A.	73/632,497	25-Nov-86	1,562,242	24-Oct-89	Registered	AE	
AMERICAN ESSENTIALS LUXURY	U.S.A.	76/697,667	1-Jun-09	4,298,332	5-Mar-13	Registered	AE	

AMERICAN ESSENTIALS NEW YORK	U.S.A.	85/389,630	4-Aug-11	4,597,510	2-Sep-14	Registered	AE	
FOOT Design	U.S.A.	85/841,695	5-Feb-13	5,032,161	30-Aug-16	Registered	AE	
HAPPYFOOT	U.S.A.	85/840,984	5-Feb-13	5,045,825	20-Sep-16	Registered	AE	
HAPPYFOOT & Design	U.S.A.	71/636,955	20-Oct-52	599,382	14-Dec-54	Registered	AE	
HAPPYFOOT & Foot Design	U.S.A.	85/841,680	5-Feb-13	5,032,160	30-Aug-16	Registered	AE	
SMOKIN' MOOSE	U.S.A.	87/775,825	30-Jan-18			Pending	AE	
THE ORIGINAL CUSHION SOLE COMFORT SOCK	U.S.A.	87/660,559	26-Oct-17	5562932	11-Sep-18	Registered	McGregor	
AMERICAN ESSENTIALS & EAGLE DESIGN CI,25	United Kingdom	1412191	25-Jan-90	B1412191	25-Jan-90	Registered	McGregor	
AMERICAN ESSENTIALS Device	United Kingdom	1322471	25-Sep-87	1322471	25-Sep-87	Registered	McGregor	
HAPPY FOOT	United Kingdom	1518058	5-Nov-92	1518058	5-Nov-92	Registered	McGregor	
AMERICAN ESSENTIALS & Design	Uruguay	439981	28-Sep-12	439981	25-Jun-13	Registered	McGregor	
HAPPY FOOT	Uruguay	439781	21-Sep-12	439781	20-Jun-13	Registered	McGregor	
AMERICAN ESSENTIALS	Venezuela	1995-002421	24-Feb-95	P-189523	26-Apr-96	Registered	McGregor	2005, 2006, 2010