

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594413

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JV Asset Holdco LLC (as successor to John Varvatos Enterprises, Inc. and John Varvatos Apparel Corp.)		08/13/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	John Varvatos		
Street Address:	923 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10021		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5503274	JOHN VARVATOS RECORDS	
Registration Number:	5121246	JOHN VARVATOS RECORDS	
CORRESPONDENCE DATA			
Fax Number:	2124224726		
<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:	2128376000		
Email:	trademarks@hugheshubbard.com		
Correspondent Name:	Patrice P. Jean		
Address Line 1:	One Battery Park Plaza		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	033164-00000		
NAME OF SUBMITTER:	Patrice P. Jean		
SIGNATURE:	/Patrice P. Jean/		
DATE SIGNED:	08/27/2020		
Total Attachments: 5			
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TRADEMARK AGREEMENT

THIS TRADEMARK AGREEMENT (this "Agreement"), dated as of August 13, 2020 ("Effective Date"), is made and entered into by and between JV Asset Holdco LLC ("Company" or "Assignor") and John Varvatos, an individual ("Founder" or "Assignee"). Company and Founder are each sometimes referred to as a "Party" and collectively referred to as the "Parties". Any capitalized term used herein but not otherwise defined in this Agreement shall have the meaning set forth in that Amended and Restated Intellectual Property Agreement, effective as of April 30, 2012, between Assignor (as successor to John Varvatos Enterprises, Inc. and John Varvatos Apparel Corp.) and Assignee (the "IP Agreement").

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Company hereby assigns, conveys and transfers to Assignee all right, title and interest throughout the world in and to the Transferred IP (except for any right, title and interest therein already owned by Assignee as of the Effective Date), free and clear of any security interests, liens or other encumbrances. For the avoidance of doubt, (a) the Field of Use with respect to the Varvatos Marks and Varvatos Publicity Rights has not included and does not include any goods or services with respect to music, including producing, performing, promoting or selling music or any goods or services with respect to music or music-related merchandise (e.g., music downloads, music merch, etc.), (b) the Transferred IP constitutes Retained Marks and (c) Assignee shall have sole and exclusive title to, interest in and ownership thereof. Except as required to ensure the foregoing, this Agreement shall not modify the terms of the IP Agreement or grant Assignee any rights to Assigned Marks (as defined in the IP Agreement) in the Field of Use. As used herein, "Transferred IP" means, collectively, the Marks "JOHN VARVATOS RECORDS" and "JOHNVARVATOSRECORDS.COM" (and all variations, abbreviations, translations and stylizations thereof) together with all common law rights and goodwill corresponding thereto and all registrations and applications therefor, including U.S. Registration Nos. 86212185/5,503,274 and 86981000/5,121,246 and the domain name registration for "JOHNVARVATOSRECORDS.COM".
2. IP Agreement Acknowledgement. Each Party acknowledges, for the avoidance of doubt, that the IP Agreement prohibits (i) Assignee, its successors and assigns from using the Transferred IP within the Field of Use, and (ii) Assignor, its successors and assigns from using the Transferred IP within or outside of the Field of Use.
3. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and delivered personally, mailed via an internationally recognized overnight courier or sent via email correspondence (with confirmation of receipt), to the applicable Party, in each case at the addresses set forth below or on the schedule hereto, unless, by notice, a Party changes or supplements the addressee and addresses for giving notice. All notices shall be deemed given on the date personally delivered, when placed in the mail as specified or upon confirmation of email receipt.

If to Company:

JV Asset Holdco LLC
c/o Lion Capital LLP
100 Wilshire Blvd., Suite 1400
Los Angeles, CA 90401
Attn: Sherif Guirgis
guirgis@lioncapital.com

With copies to (which shall not constitute notice):

Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
Attn: Krishna Veeraraghavan
veeraraghavank@sullcrom.com

Sullivan & Cromwell LLP
1888 Century Park East, Suite 2100
Los Angeles, CA 90067
Attn: Rita-Anne O'Neill
oneillr@sullcrom.com

If to Founder:

Mr. John Varvatos
923 Fifth Avenue
NY, NY 10021
Email: see schedule hereto
With a copy to (which shall not constitute notice):

Matthew Syrkin
Hughes Hubbard & Reed LLP
One Battery Park Plaza
New York NY 10004-1482
syrkin@hugheshubbard.com

4. Miscellaneous. If any part of this Agreement is held invalid, illegal or unenforceable, the remaining provisions shall be unimpaired. No amendment, modification, course of conduct or supplement to this Agreement shall be binding upon the Parties unless made in writing and duly signed by both Parties. No waiver, failure or delay in enforcing any provision, exercising any option or requiring any performance may be construed to be a continuing waiver or a waiver of that or any other provision in the future. At Assignee's request, Assignor agrees to promptly make, execute and deliver any and all other instruments in writing, including any and all further application papers, affidavits, assignments, and other documents or materials, necessary to carry out the purposes of this Agreement, including to register and record Assignee's rights with respect to any Transferred IP. Assignor shall reimburse Assignee for any reasonable costs and expenses incurred in order to ensure the successful transfer and recordation of the Transferred IP with the appropriate authority or registrar. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, Register of Copyrights, and any equivalent authority, entity, or agency, or any registrar, to record Assignee as the assignee and owner of the Transferred IP. The terms "include," "includes," and "including," whether or not capitalized, mean "include, but are not limited to," "includes, but is not limited to," and "including, but not limited to," respectively and are to be construed as inclusive, not exclusive. Captions of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption of any section or paragraph. Except as expressly stated herein, the Parties' respective rights and remedies as stated herein are cumulative and not to the exclusion of each other or of any other rights or remedies a Party may have hereunder or at law or in equity; a Party may decline to exercise any one or more of its rights and remedies as it may deem fit, without jeopardizing any other rights and remedies it may have hereunder or at law or in equity. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity not a party to this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement and any other exhibits or schedules attached hereto (which are incorporated herein by reference as though fully set forth herein), constitutes the entire agreement between the Parties with respect to the subject matter and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York pertaining to contracts made and fully performed therein, without regard to choice of law rules.

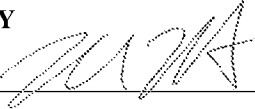
6. Arbitration. In the event of any dispute arising out of this Agreement (other than Section 2 and as described in the final sentence of this Agreement), the Parties shall first seek to settle their differences amicably between themselves. If such efforts are unsuccessful after thirty (30) days of attempting to find an amicable resolution, any unresolved dispute shall be finally and exclusively settled by binding arbitration to be held in New York, New York. Either Party shall make written application ("Demand") to Judicial Arbitration and Mediation Services ("JAMS"), New York, New York, for the appointment of a single arbitrator (the "JAMS Arbitrator") to resolve the dispute by arbitration. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Parties shall meet with JAMS at its offices within ten (10) business days of any Demand to discuss

the dispute and the qualifications and experience which each party respectively believes the JAMS Arbitrator should have. The Parties shall cooperate with each other and with JAMS to select a JAMS Arbitrator within ten (10) days of the Demand. The arbitrator shall have the authority to grant any equitable and legal remedies that would be available in any judicial proceeding instituted under New York law to resolve the dispute. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Nothing in this Section 6 shall be construed to preclude a party from seeking injunctive relief (including a temporary restraining order or a preliminary injunction) in any court of law of competent jurisdiction where, absent such relief, such party may suffer irreparable harm, injury, loss, or damage. For the avoidance of doubt, any dispute arising out of the IP Agreement shall be governed exclusively by the terms thereof (including Section 7.7 (Submission to Jurisdiction; Consent to Service of Process) and 7.8 (Governing Law) thereof).

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the Parties as of the day first above written.

COMPANY

Signature:  _____

By: Joseph Zorda

Title: CFO

FOUNDER

Signature: _____

Printed Name: John Varvatos

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the Parties as of the day first above written.

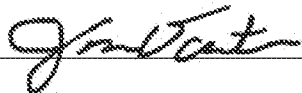
COMPANY

Signature: _____

By:

Title:

FOUNDER

Signature: 

Printed Name: John Varvatos