

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM596882

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JA APPAREL CORP.		06/23/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JAWHP, LLC		
Street Address:	530 5th Ave., 25th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6061900	JOSEPH ABBOUD INDIGO BLUE	
Registration Number:	6119193	JOE JOSEPH ABBOUD	
Serial Number:	87061244	JOE JUST ONE EARTH JOSEPH ABBOUD	
CORRESPONDENCE DATA			
Fax Number:			
<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:	917-251-2452		
Email:	trademark@whp-global.com		
Correspondent Name:	Gregg Donnenfeld		
Address Line 1:	In care of JAWHP LLC		
Address Line 2:	530 5th Ave., 25th Floor		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Gregg Donnenfeld		
SIGNATURE:	/gregg donnenfeld/		
DATE SIGNED:	09/10/2020		
Total Attachments: 6			
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FORM OF ASSIGNMENT OF MARKS

This ASSIGNMENT OF MARKS (this "Assignment"), is entered into as of June 23, 2020, by and between JAWHP, LLC, a Delaware limited liability company ("Assignee"), and each other Person that is a signatory hereto (each, an "Assignor" and collectively, "Assignor").

WHEREAS, this Assignment is made and entered into in connection with that certain Asset Purchase Agreement, dated as of January 16, 2020 (as amended, restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof, the "Purchase Agreement"), by and among Assignee and each other Person that is a signatory thereto, including, without limitation, Assignors, which provides, subject to the terms and conditions set forth therein, for the sale, transfer, assignment, conveyance and delivery by Assignors to Assignee of all of Assignors' right, title and interest in and to certain Marks (as such term is defined in the Purchase Agreement), on the terms set forth in the Purchase Agreement;

WHEREAS, this Assignment is being executed and delivered by the parties hereto in furtherance of the parties' obligations under the Purchase Agreement;

WHEREAS, the Marks include the mark set forth in the ITU Application (as such term is defined in the Purchase Agreement) identified on Schedule A attached hereto, together with all goodwill connected with the use thereof and symbolized thereby and all rights, applications, registrations, renewals and extensions in connection therewith arising or enforceable under the laws of the United States, any other jurisdiction, or any bilateral or multilateral treaty regime (collectively, the "Assigned Trademarks");

WHEREAS, in accordance with the Purchase Agreement, the Assignor desire to assign and Assignee desires to acquire the Assigned Trademarks, including all goodwill associated therewith and symbolized thereby.

NOW THEREFORE, in consideration of the premises and the mutual warranties, representations, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment. Assignor does hereby sell, assign, convey, transfer and deliver to Assignee, its successors and assigns, free and clear of all Liens, (a) all of Assignor's right, title and interest in, to and under, including any and all common law rights thereto, the Assigned Trademarks, including, without limitation, any registrations, applications, renewals and extensions therefor, together with the goodwill associated with the Assigned Trademarks and symbolized thereby, effective as the full execution hereof; and (b) all other rights accruing thereunder or pertaining thereto in any jurisdiction throughout the world for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, misappropriation, dilution, conflict

with or other violation (other than claims against any past or existing third party licensee for breach of contract prior to the Closing and except as set forth in the Purchase Agreement) of any of the foregoing, and all income, royalties or payments due or payable hereafter in respect of any of the foregoing, in each case, effective as of the date hereof. Together with Assignor's right, title and interest in and to each of the Assigned Trademarks, as well as the goodwill of the business associated with said Assigned Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Assigned Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Assigned Trademarks.

3. Authorization and Recordation. Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks and any other applicable governmental authority or registrar to record and register Assignee as the owner of the Assigned Trademarks, and to issue any and all Assigned Trademarks to Assignee, as assignee of all of Assignor's right, title and interest in and to the Assigned Trademarks throughout the world. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect ownership of the Assigned Trademarks throughout the world.

4. Governing Law. All issues and questions concerning the formation, existence, termination, construction, validity, enforcement and interpretation of this Assignment will be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

5. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Such counterparts may be delivered in electronic format (including by fax and electronic mail).

6. Purchase Agreement. This Assignment is being executed and delivered pursuant to the Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Purchase Agreement, all of which shall survive the delivery of this Assignment to the extent provided in the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms and conditions of the Purchase Agreement, the Purchase Agreement will govern.

7. Further Assurances. In accordance with the Purchase Agreement, without further consideration, each Assignor hereby agrees, for itself and its successors and assigns, to promptly execute and deliver, or promptly cause to be executed and delivered, all such further documents or perform all reasonable affirmative acts which may be necessary to record or perfect the above-described transfer of Assigned Trademarks, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office.

8. Intentionally deleted.

9. Severability; Amendment. Any provision in this Assignment which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof. This Assignment may not be amended except by execution and delivery of an instrument in writing signed by officers of Assignee and Assignor on behalf of Assignee and Assignor, respectively.

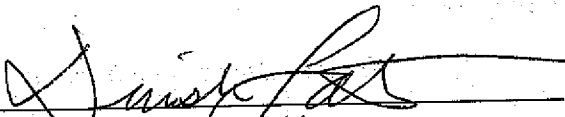
10. Notices. Any notice given pursuant to this Assignment shall be given in the same manner and addressed to the intended recipient as set forth in Section 10.1 of the Purchase Agreement.

[remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Assignment as of the date first above written.

ASSIGNOR:

JA APPAREL CORP.

By: 

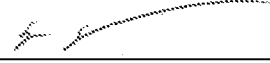
Name: Dinesh S. Lathi

Title: President & CEO

[Signature Page to Assignment of Marks]

ASSIGNEE:

JAWHP, LLC



By: 

Name: Yehuda Shmidman
Title: Chief Executive Officer

[Signature Page to Assignment of Marks]

TRADEMARK
REEL: 007048 FRAME: 0448

**SCHEDULE A
ITU Application**

Mark/Name	Status	Brief Goods/Services
JOSEPH ABOUD INDIGO BLUE RN: 6061900 SN: 88/402,319	Registered May 26, 2020	(Int'l Class: 25) Clothing; shirts; jeans; trousers; pants; coats; sweaters; suits; vests; sportswear; tee-shirts; neckties; scarves; pocket squares
JOE (with Globe) JOSEPH ABOUD Stacked Logo  JOSEPH ABOUD RN: 6119193 SN: 87/111,906	Registered August 04, 2020	(Int'l Class: 14) Watches
JOE JUST ONE EARTH (with Globe) JOSEPH ABOUD Stacked Logo  JOSEPH ABOUD SN: 87/061,244	Review prior to registration completed	(Int'l Class: 25) Coats, Footwear, Jackets, Neckwear, Pants, Shirts, Sweaters, Topcoats, Tuxedos, Vests