

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM607202

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Golden Fleece Manufacturing Group, LLC		10/02/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ships Ltd.		
<b>Street Address:</b>	1-20-15 Ginza,		
<b>City:</b>	Chuo-ku, Tokyo		
<b>State/Country:</b>	JAPAN		
<b>Postal Code:</b>	104-0061		
<b>Entity Type:</b>	Corporation: JAPAN		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0766775	SOUTHWICK	
<b>Registration Number:</b>	4142926	SOUTHWICK	
<b>Registration Number:</b>	4870959	SOUTHWICK	
<b>Serial Number:</b>	88393386	SOUTHWICK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123101659		
<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>			
<b>Phone:</b>	212 626 4557		
<b>Email:</b>	nyctrademarks@bakermckenzie.com		
<b>Correspondent Name:</b>	Lisa W. Rosaya		
<b>Address Line 1:</b>	452 Fifth Avenue		
<b>Address Line 2:</b>	Baker & McKenzie LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>ATTORNEY DOCKET NUMBER:</b>	10136350-50789646		
<b>NAME OF SUBMITTER:</b>	Lisa W. Rosaya		
<b>SIGNATURE:</b>	/lwr/		
<b>DATE SIGNED:</b>	11/05/2020		
<b>Total Attachments: 9</b>			

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**TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT**

This trademark and domain name assignment agreement (the “Agreement”), dated as of October 2, 2020 (the “Effective Date”), is entered into by and between Golden Fleece Manufacturing Group, LLC, a Delaware limited liability company (“Assignor”), and Ships Ltd., a Japanese corporation (“Assignee”). Assignor and Assignee may be referred to collectively herein as the “Parties” and each individually as a “Party.”

**RECITALS**

**WHEREAS**, Assignor is the sole and exclusive owner of the right, title and interest to the SOUTHWICK federal trademark applications and registrations, as set forth in Schedule 1 attached hereto, as well as the common law rights in and to the SOUTHWICK trademarks (hereinafter, collectively referred to as the “Marks”);

**WHEREAS**, Assignee desires to acquire from Assignor, and Assignor agrees to transfer and assign to Assignee, 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;

**WHEREAS**, Assignor is the sole and exclusive owner of the right, title and interest to the domain name, as set forth in Schedule 2 attached hereto (“Domain Name”);

**WHEREAS**, Assignee desires to acquire from Assignor, and Assignor agrees to transfer and assign to Assignee, and file this Assignment with the registrars of the Domain Name, as may be necessary to effectuate the assignment and transfer of the Domain Name from Assignor to Assignee; and

**WHEREAS**, subject to the terms and conditions of this Agreement, Assignor agrees to sell and assign the Marks and the Domain Name to Assignee.

**AGREEMENT**

**NOW, THEREFOR**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, covenant and agree as follows:

1. Marks. Assignor hereby sells, transfers and assigns to Assignee, as fully and entirely as the same would have been held and enjoyed by Assignor if this transfer and assignment had not been made, and Assignee hereby accepts the transfer and assignment of: (i) all of Assignor’s right, title and interest in and to the Marks, together with the goodwill symbolized by the Marks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors and assigns, and (ii) all rights of Assignor to bring an action, whether at law or in equity, against any third party for infringement or other misuse of the Marks, including the right to bring an action for past, present and future infringement, dilution, unfair competition, or other misappropriation or misuse, and all rights to recover damages, profits, attorneys’ fees, and injunctive relief for infringement, dilution, unfair competition, or other misappropriation or misuse.

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2. Domain Name. Assignor hereby sells, transfers, conveys, and assigns to the Assignee, and Assignee hereby accepts the transfer and assignment of: (i) all of Assignor's right, title, interest, privileges and goodwill in and to the Domain Name, free and clear of any liens, encumbrances or restrictions of any kind; (ii) the right to use, sell, assign, or transfer the Domain Name in whatever form desired by the Assignee or its assigns or successors; and (iii) all rights to register the Domain Name with a domain name registrar or a trademark office anywhere in the world. Assignor agrees to take all action necessary to consent irrevocably and to authorize such registrar to transfer all rights in the Domain Name to Assignee. Assignor further agrees to cooperate fully with Assignee and such registrar to facilitate the filing and processing of all forms and other formalities (including changing passwords, usernames, and IP addresses) necessary to complete the transfer of the Domain Name registrations. Assignor and Assignee shall cooperate fully to effectuate the transfer of the Domain Name promptly following execution of this Agreement ("Transfer Date"). As of the Transfer Date, Assignee shall, as the sole owner of the Domain Name, have the exclusive right to use the Domain Name.
3. Purchase Price. The aggregate purchase price (the "Purchase Price") for the Marks and the Domain Name shall be [REDACTED], which shall be paid by Assignee to Assignor on the Effective Date.
4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed in that state without giving effect to principles of conflict of laws.
5. General. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Agreement (along with its Schedules) constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the Parties with respect thereto. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by the parties. The failure of either Party to enforce any terms or provisions of this Agreement shall not result in the waiver by such Party of any of its rights under such terms or provisions. If any provision of this Agreement is determined to be invalid or unenforceable, then the remainder of the Agreement shall remain valid and enforceable as if the Agreement did not contain the invalid or unenforceable provision.


*[Signature Page Follows]*

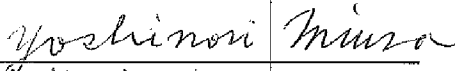
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The parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**ASSIGNOR**

**ASSIGNEE**

By:   
Name: Stephen Marotta  
Title: Chief Restructuring Officer,  
Golden Fleece Mfg. Group, LLC

By:   
Name: Yoshinori Miura  
Title: President  
Ships Ltd.

*[Trademark and Domain Name Assignment Agreement]*

Schedule 1

MARKS

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status	Renewal Sub.
<b>Australia</b>								
Golden Fleece Manufacturing Group, LLC	<b>SOUTHWICK</b>	Australia	1565310	1565310	13 May 2013	25	Registered	
<b>Bahrain</b>								
Golden Fleece Manufacturing Group, LLC	<b>SOUTHWICK</b>	Bahrain	1163715	1163715	13 May 2013	25	Registered	
<b>Canada</b>								
Golden Fleece Manufacturing Group, LLC	<b>SOUTHWICK</b>	Canada	1638578	TMA1030377	21 Jun 2019	25	Registered	
Golden Fleece Manufacturing Group, LLC	<b>SOUTHWICK</b>	Canada	505868	TMA306160	23 Aug 1985	25	Registered	
<b>Chile</b>								
Golden Fleece Manufacturing Group, LLC	<b>SOUTHWICK</b>	Chile	1060224	1111525	14 Jul 2014	25	Registered	
<b>China</b>								
Golden Fleece Manufacturing Group, LLC	<b>SOUTHWICK</b>	China	1163715	1163715	13 May 2013	25	Registered	

**Colombia**

Golden Fleece Manufacturing Group, LLC      **SOUTHWICK**      Colombia      1163715      1163715      13 May 2013      25      Registered

**EUTM**

Golden Fleece Manufacturing Group, LLC      **SOUTHWICK**      EUTM      1163715      1163715      29 Apr 2014      25      Registered

**France**

Golden Fleece Manufacturing Group, LLC      **SOUTHWICK**      France      1193457      1193457      26 Jan 1982      25      Registered

**Hong Kong**

Golden Fleece Manufacturing Group, LLC      **SOUTHWICK**      Hong Kong      302608263      302608263      15 May 2013      25      Registered

**India**

Golden Fleece Manufacturing Group, LLC      **SOUTHWICK**      India      2533240      2533240      24 Oct 2018      25      Registered

**Indonesia**

Golden Fleece Manufacturing Group, LLC      **SOUTHWICK**      Indonesia      D002013026136IDM000494630 1 Sep 2015      25      Registered

Golden Fleece Manufacturing Group, LLC      **SOUTHWICK**      Japan      1163715      1163715      13 May 2013      25      Registered

**Korea - Republic of (South)**

Golden Fleece Manufacturing Group, LLC      **SOUTHWICK**      Korea - Republic of (South)      1163715      1163715      13 May 2013      25      Registered

**Macau**

Golden Fleece Manufacturing Group, LLC      **SOUTHWICK**      Macau      N076220      N076220      28 Jan 2014      25      Registered

**Malaysia**

Golden Fleece Manufacturing Group, LLC      **SOUTHWICK**      Malaysia      2013054761      2013054761      20 May 2013      25      Registered

**Mexico**

Golden Fleece Manufacturing Group, LLC      **SOUTHWICK**      Mexico      1163715      1163715      13 May 2013      25      Registered

**Panama**

Golden Fleece Manufacturing Group, LLC      **SOUTHWICK**      Panama      223471      223471-01      5 Jun 2013      25      Registered

Golden Fleece Manufacturing Group, LLC      **SOUTHWICK**      Panama      22347101      223471 01      5 Jun 2013      25      Registered

**Peru**

Golden Fleece Manufacturing Group, LLC      **SOUTHWICK**      Peru      533002-2013      203374      27 Sep 2013      25      Registered



**Russian Federation**

**SOUTHWICK** Russian Federation 1163715 1163715 13 May 2013 25 Registered

**Singapore**

**SOUTHWICK** Singapore 1163715 1163715 13 May 2013 25 Registered

**Taiwan**

**SOUTHWICK** Taiwan 102025778 1606696 1 Nov 2013 25 Registered

**Thailand**

**SOUTHWICK** Thailand 895322 KOR379986 6 Jun 2013 25 Registered

**United Kingdom**

**SOUTHWICK** United Kingdom 2277110 2277110 29 Mar 2002 25 Registered

**United States of America**

**SOUTHWICK** United States of America 72169851 766775 17 Mar 1964 25 Registered

**SOUTHWICK** United States of America 77541223 4142926 15 May 2012 25 Registered

Golden Fleece Manufacturing Group, LLC      **SOUTHWICK**      United States of America      85575437      4870959      15 Dec 2015      25      Registered

Golden Fleece Manufacturing Group, LLC      **SOUTHWICK**      United States of America      88393386                     25      Pending

Golden Fleece Manufacturing Group, LLC      **SOUTHWICK**      Venezuela      2013-013143      P346455      26 Mar 2015      25      Registered

Golden Fleece Manufacturing Group, LLC      **SOUTHWICK**      Vietnam      1163715      1163715      13 May 2013      25      Registered

Golden Fleece Manufacturing Group, LLC      **SOUTHWICK**      WIPO      1163715      1163715      13 May 2013      25      Registered

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Schedule 2

DOMAIN NAME

www.southwick.com

Schedule 2 - 1

RECORDED: 11/05/2020

**TRADEMARK**  
**REEL: 007097 FRAME: 0621**