

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612343

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stein Mart, Inc.		11/25/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Stein Mart Online, Inc.		
Street Address:	1680 Michigan Ave		
Internal Address:	Ste 700		
City:	Miami Beach		
State/Country:	FLORIDA		
Postal Code:	33139		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5407127	SAVING IS A BEAUTIFUL THING	
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:	650-328-0100		
Email:	ceg@i-plaw.com		
Correspondent Name:	Charles E. Gottlieb		
Address Line 1:	1 Pine Street		
Address Line 2:	Suite 2110		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Carolyn J Walworth		
SIGNATURE:	/Carolyn J Walworth/		
DATE SIGNED:	12/03/2020		
Total Attachments: 12			
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IP ASSIGNMENT AGREEMENT

This IP ASSIGNMENT AGREEMENT (this “Agreement”) is executed as of November 25, 2020 (the “Closing Date”), by and among Stein Mart Online, Inc., a Delaware corporation (“Assignee”) and (ii) Stein Mart, Inc., a Delaware corporation, and its affiliates that are indicated on the signature pages attached hereto (each an “Assignor” and collectively “Assignors”). Assignors and Assignee may be referred to herein, individually, as a “Party” and, collectively, as the “Parties.”

WHEREAS, this Agreement is being delivered in connection with the Closing of the transactions contemplated by that certain Intellectual Property Asset Purchase Agreement, dated as of October 29, 2020, by and among the Assignors and Assignee and the other parties thereto, as amended by that certain Amendment to the Intellectual Property Asset Purchase Agreement, dated as of November 25, 2020 (the “Purchase Agreement”);

WHEREAS, pursuant to the Purchase Agreement, each Assignor has agreed to sell, transfer, assign and convey to Assignee, and Assignee has agreed to purchase, acquire and accept from such Assignors, all of such Assignors’ right, title and interest in, to and under certain Intellectual Property; and

WHEREAS, this Agreement, as duly executed by Assignee and each Assignor, is being delivered as of the date hereof by each Party to the other Parties effective as of the Closing.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements herein contained and intending to be legally bound hereby, Assignee and Assignors do hereby agree as follows:

I.

ASSIGNMENT OF INTELLECTUAL PROPERTY

1.1. Definitions. Capitalized terms used but not defined in this Agreement have the meanings given to such terms in the Purchase Agreement.

1.2. Assignment. Each Assignor hereby transfers and assigns to Assignee all of such Assignor’s right, title and interest in, to and under the: (i) patents and patent applications listed in Schedule A, (ii) trademark registrations and trademark applications listed in Schedule B, and all goodwill associated therewith; and (iii) copyright registrations listed in Schedule C.

1.3. Recordation. Each Assignor hereby authorizes Assignee to file at the United States Patent & Trademark Office, the United States Copyright Office, and their respective counterparts in any applicable jurisdiction in the world, this Agreement.

1.4. Excluded Assets. Assignors except, reserve, and exclude all of Assignors’ rights, titles and interests in, to and under the Excluded Assets, as provided in the Purchase Agreement. Without limiting the foregoing, Assignors do not hereby sell, transfer, assign and convey to Assignee any right, title or interest in any assets, properties and rights of Assignors that are not Acquired Assets.

II.

MISCELLANEOUS

2.1. Purchase Agreement. This Agreement is expressly made subject to the terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement (including the schedules hereto), the terms of the Purchase Agreement shall control.

2.2. Successors and Assigns. The provisions of this Agreement shall bind and inure to the benefit of Assignors and Assignee and their respective successors and permitted assigns.

2.3. Amendment and Waiver. Any provision of this Agreement may be (a) amended only in a writing signed by Assignors and Assignee or (b) waived only in a writing executed by the Person against which enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

2.4. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such provision shall be ineffective as to such jurisdiction to the extent of such invalidity, illegality or unenforceability without invalidating or affecting the remaining provisions hereof or affecting the validity, legality or enforceability of such provision in any other jurisdiction. Upon such a determination, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties hereto as closely as possible in a reasonably acceptable manner in order that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible.

2.5. Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver. Section 11.7 of the Purchase Agreement is incorporated herein by reference, *mutatis mutandis*.

2.6. Captions. The captions and article and section numbers in this Agreement are for convenience only and do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. References in this Agreement to articles and sections are to articles and sections of this Agreement unless otherwise specified.

2.7. Counterparts and PDF. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original. At the request of any Party, each other Party hereto will re-execute original forms of this Agreement and deliver them to all other parties. No Party will raise the use of a facsimile machine, .PDF or other electronic transmission to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine, .PDF or other electronic transmission as a defense to the formation of a contract and each such Party forever waives any such defense.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written, to be effective as of the Closing Date.

ASSIGNORS:

STEIN MART, INC.

By: 
Name: D. Hunt Hawkins
Title: Chief Executive Officer

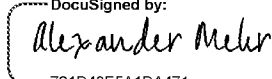
STEIN MART HOLDING CORP.

By: 
Name: D. Hunt Hawkins
Title: Chief Executive Officer

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written, to be effective as of the Closing Date.

ASSIGNEE:









STEIN MART ONLINE, INC.


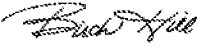

By: 
Name: Alex Mehr
Title: Chief Executive Officer

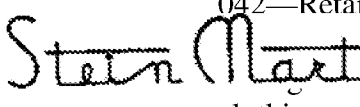

Schedule A - Patents

None.

Schedule B - Trademarks

MARK	GOODS/ SERVICES	SERIAL NO./	DATE FILED	REGIS. NO.	DATE REGIS.
	004—Candles	88/692,031	11/14/19		
	009—Eyewear; eyewear cases	88/692,059	11/14/19		
	011—Electric candles; battery operated candles	88/692,066	11/14/19		
	018—Wallets; handbags	88/692,129	11/14/19		
	020—Pillows; decorative pillows	88/692,365	11/14/19		
	021--Candle holders; candle plates, trays for domestic purposes; dinnerware; drinkware; vases	88/692,452	11/14/19		
	024—Quilts; comforters; pillow cases; bed blankets; bedspreads	88/692,582	11/14/19		
	025--Clothing, namely, skirts, dresses, shirts, pants, headwear, footwear, jackets, shorts, sweat pants, sweat shirts, sweaters, swimwear, scarves, belts, wraps, lingerie, sleepwear and socks; infantwear	88/692,519	11/14/19		

	026—Hair accessories, namely, ribbons, bows, clips, hair bands	88/692,658	11/14/19		
	014—Earrings, necklaces, pendants, and bracelets	74/094,847	9/7/90	1,658,938	10/1/91
BIRCH HILL	025—Ladies sportswear coordinates and separates, namely, skirts, jackets, pants, tops, shirts, and sweaters	75/351,925	9/4/97	2,308,268	1/18/00
CHARLESTON THREADS	025—Clothing, namely, shirts, sweaters, shorts, pants, coats and hosiery	87/063,299	6/7/16	5,262,356	8/8/17
	025—Clothing, namely, shirts, sweaters, shorts, pants, coats and hosiery	87/063,419	6/7/16	5,262,357	8/8/17
CLEAR WATER ANGLER	025—Clothing, namely, shirts, shorts, water shorts, and fishing vests	87/056,088	6/1/16	5,351,413	12/5/17
CLEARWATER OUTFITTERS	025—Men's clothing, namely, shirts, T- shirts, jackets, vests, anoraks, sweaters, pants, shorts, jeans and hats	76/607,737	8/19/04	3,039,406	1/10/06
FABULOUS FIND	035—Retail department store services	86/337,437	7/15/14	4,903,642	2/23/16

ISLAND REPUBLIC	025—Ladies’ sportswear, namely, shorts, pants, dresses, blouses, jackets and knit and woven shirts	75/425,389	1/29/98	2,398,312	10/24/00
ISLAND REPUBLIC	021—Dinnerware; drinkware	88/675,012	10/31/19		
ISLAND REPUBLIC	024—Towels	88/675,057	10/31/19		
ISLAND REPUBLIC	025—Pants; shirts; shorts; swimwear; tops as clothing	88/922,683	5/19/20		
PECK & PECK	042—Retail store services in the field of women’s apparel	73/543,778	6/19/85	1,514,032	11/22/88
PECK & PECK	025—Women’s clothing, namely, jackets, pants, skirts, dresses, tops, sweaters and scarves	77/617,284	11/19/08	3,642,900	6/23/09
SOUTHERN PINES	025—Men’s clothing, namely, sport shirts, dress shirts, sweaters, ties, pants, shorts, socks, jackets and coats	85/787,159	11/26/12	4,649,693	12/2/14
	042—Retail store services, namely, clothing accessories and gifts	73/278,736	9/16/80	1,204,955	8/10/82
	009—Store gift certificate in the plastic card which is magnetically- encoded	75/307,012	6/11/97	2,152,544	4/21/98



035 retail 86/945,504 3/18/16 5,089,990 11/29/16
 nent store
 services; online retail
 store services

STEIN 035--Conducting and 88/144,730 10/5/18
 MARTIANS administering
 membership
 program for enabling
 participants with
 access to special
 discounts and access
 to membership
 shopping events and
 travel excursions
 and participation in
 charitable endeavors

T. HARRIS 018--small leather 78/782,688 12/29/05 3,500,151 9/9/08
 goods, namely,
 wallets

YOU COULD 042—Retail 75/052,034 2/1/96 2,027,094 12/31/96
 PAY MORE, department store and
 BUT YOU’LL retail clothing store
 HAVE TO GO services
 SOMEWHERE
 ELSE

SAVING IS A 035---Retail 87/546,755 7/28/17 5,407,127 2/20/18
 BEAUTIFUL department store
 THING services; On-line
 retail department
 store services

FOREIGN
 TRADEMARKS

ANDRE 025—Clothing 006109491 7/18/07
 OLIVER – EU

PANACHE 016
STEIN MART
(Mexico)

620,243

Schedule C – Copyright Registrations

None.