

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618665

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PEI LICENSING, LLC		12/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ULC IP HOLDINGS, LLC		
Street Address:	48 WEST 38TH STREET		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2401979	P	
Registration Number:	4332388	P	
Registration Number:	4215228	P	
Registration Number:	4211389	P	
Registration Number:	3269550	PP2 BY PRO PLAYER	
Registration Number:	2901823	PRO PLAYER	
Registration Number:	4211357	PRO PLAYER	
Registration Number:	4828378	PRO PLAYER	
Serial Number:	87582144	PRO PLAYER LEGACY COLLECTION	
CORRESPONDENCE DATA			
Fax Number:	4046856929		
<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:	4048153645		
Email:	eborland@sgrlaw.com		
Correspondent Name:	Elizabeth G. Borland		
Address Line 1:	1230 Peachtree Street, N.E.		
Address Line 2:	Suite 3100-Promenade		
Address Line 4:	Atlanta, GEORGIA 30309		

OP \$240.00 2401979

NAME OF SUBMITTER:	Elizabeth G. Borland
SIGNATURE:	/Elizabeth G. Borland/
DATE SIGNED:	01/06/2021
Total Attachments: 7 source=PEI - Trademark Assignment - FINALIZED Complete Document for Recording in US (005) (003)#page1.tif source=PEI - Trademark Assignment - FINALIZED Complete Document for Recording in US (005) (003)#page2.tif source=PEI - Trademark Assignment - FINALIZED Complete Document for Recording in US (005) (003)#page3.tif source=PEI - Trademark Assignment - FINALIZED Complete Document for Recording in US (005) (003)#page4.tif source=PEI - Trademark Assignment - FINALIZED Complete Document for Recording in US (005) (003)#page5.tif source=PEI - Trademark Assignment - FINALIZED Complete Document for Recording in US (005) (003)#page6.tif source=PEI - Trademark Assignment - FINALIZED Complete Document for Recording in US (005) (003)#page7.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (the "**Assignment**") is made, effective as of December 31, 2020 (the "**Effective Date**"), by and among, the Assignors (defined below) and the Assignee (defined below) pursuant to that IP Purchase Agreement between Assignors and Assignee dated as of December 31, 2020 (the "**IP Purchase Agreement**").

The Assignors (each an "**Assignor**" and together the "**Assignors**") are:

PEI Licensing, LLC, a Delaware limited liability company with offices at 3000 NW 107th Avenue, Doral, Florida 33172;

Perry Ellis International Europe Limited, a corporation organized under the laws of Ireland with offices at Olympic House, Pleasants Street, Dublin 8, Ireland;

Perry Ellis International, Inc., a Florida corporation with offices at 3000 NW 107th Avenue, Doral, Florida 33172; and

Perry Ellis International Group Holdings Limited, a corporation organized under the laws of Ireland with offices at Montague Sterling Center, 5th Floor, East Bay Street, Nassau, Bahamas.

The assignee (the "**Assignee**") is:

ULC IP Holdings, LLC, a Delaware limited liability company with offices at 48 West 38th Street, New York, New York 10018.

WHEREAS, under the terms of the IP Purchase Agreement, each of the Assignors has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of the Assignors as described therein, and has agreed to execute and deliver this Assignment, for recording with any and all domestic and foreign governmental authorities including, but not limited to, the US Patent and Trademark Office, the US Copyright Office, and the trademark and other intellectual property offices of foreign jurisdictions, as well as the social media companies and domain name registries, where such intellectual property assigned under the IP Purchase Agreement has been or Assignee determines should be, recorded, filed or registered.

NOW THEREFORE, Assignors and Assignee agree as follows:

1. Assignment. In consideration for the execution of the IP Purchase Agreement, the payment of the consideration stipulated in the IP Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably convey, transfer and assign to Assignee, and Assignee hereby accepts, all of each and every Assignor's right, title and interest in and to the Assigned Intellectual Property (as defined in the IP Purchase Agreement) and, including, without limitation, the following:

(a) the trademarks, service marks, and the trademark and service mark registrations and applications set forth in **Schedules A and B** hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof and all designs and logos used therewith (cumulative, the "**Trademarks**"); provided that, with respect to the United States intent-to-use trademark applications set forth in **Schedule B** hereto, the transfer of such applications accompanies, pursuant to the IP Purchase Agreement, the transfer of Assignors' business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all social media handles and domain name registrations that include the any of Trademarks, and, including, without limitation, those set forth on **Schedule 1** hereto;

(c) all rights of any kind whatsoever of Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Each Assignor hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights, domain name registries and any other governmental officials to record and register this Assignment upon request by Assignee. Each Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that all of the intellectual property to be assigned herein pursuant to this Assignment and/or the IP Purchase Agreement is properly assigned to Assignee, or any assignee or successor thereto.

3. IP Purchase Agreement. This Assignment, together with the IP Purchase Agreement, constitutes the entire agreement between the Assignors and Assignee with respect to the subject matter hereof. The terms of the IP Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities therein, are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the IP Purchase Agreement and the terms hereof, the terms of the IP Purchase Agreement shall govern.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida, or any other jurisdiction).


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignors and Assignee have each duly executed and delivered this Assignment as of the date first above written.

Assignors:


PEI Licensing, LLC

By:


Name: Oscar Feldenkreis
Title: Vice President

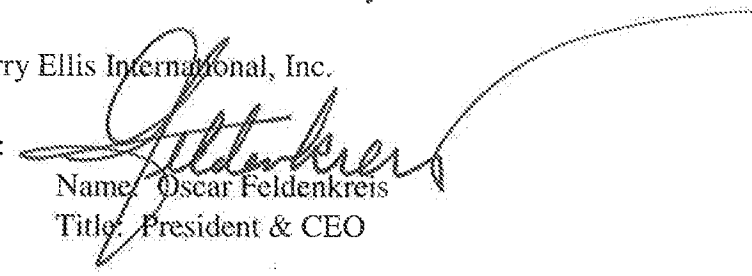
Perry Ellis International Europe Limited

By:


Name: Tricia Thompson
Title: Assistant Secretary


Perry Ellis International, Inc.

By:


Name: Oscar Feldenkreis
Title: President & CEO

Perry Ellis International Group Holdings Limited

By:


Name: Jorge Narino
Title: CFO & Secretary

Accepted by Assignee:

ULC IP Holdings, LLC

By:

Name:
Title:

Signature page -- Pro Player Trademark Assignment Form

IN WITNESS WHEREOF, Assignors and Assignee have each duly executed and delivered this Assignment as of the date first above written.

Assignors:

FEI Licensing, LLC

By:

Name: Oscar Feldenkreis
Title: Vice President

Perry Ellis International Europe, Limited

By:

Name: Tricia Thompkins
Title: Assistant Secretary

Perry Ellis International, Inc.

By:

Name: Oscar Feldenkreis
Title: President & CEO

Perry Ellis International Group Holdings Limited

By:

Name: Jorge Narino
Title: CFO & Secretary

Accepted by Assignee:

ULC IP Holdings, LLC

By:

Name: Christopher Volpe
Title: COO/CFO

Signature page -- Pro Player Trademark Assignment Form










Schedule A
Trademarks, Service Marks,

PRO PLAYER and all derivations thereof and all designs and logos used therewith as set forth in Schedule B attached hereto

Schedule B

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner: PEI Licensing, LLC

Owner	Trademark	TM Logo	Country	Registration No./ Application No.	Registration Date/ Application Date
PEI Licensing, LLC	P		United States of America	2401979	Nov 7 2000
PEI Licensing, LLC	P		United States of America	4332388	May 7 2013
PEI Licensing, LLC	P		United States of America	4215228	Sep 25 2012
PEI Licensing, LLC	P		United States of America	4211389	Sep 18 2012
PEI Licensing, LLC	PP2 BY PRO PLAYER		United States of America	3269550	Jul 24 2007
PEI Licensing, LLC	PRO PLAYER		United States of America	2901823	Nov 9 2004
PEI Licensing, LLC	PRO PLAYER		United States of America	4211357	Sep 18 2012
PEI Licensing, LLC	PRO PLAYER		United States of America	4828378	Oct 6 2015
PEI Licensing, LLC	PRO PLAYER LEGACY COLLECTION		United States of America	App: 87582144	Filed: 08/24/2017