

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM665152

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PVH Corp.		08/02/2021	Corporation:
RECEIVING PARTY DATA			
Name:	ABG IZOD LLC		
Street Address:	1411 Broadway, 21st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Serial Number:	88676592	DAM GOOD SUPPLY CO	
Registration Number:	5619128	DAM GOOD SUPPLY CO	
Registration Number:	0110603	EAGLE	
Registration Number:	0986469	EAGLE	
Registration Number:	0988980	EAGLE SHIRTMAKERS SINCE 1867	
Serial Number:	90634442	IZ	
Registration Number:	3788404	IZOD	
Registration Number:	4280098	IZOD	
Registration Number:	1311169	IZOD	
Registration Number:	0655860	IZOD	
Registration Number:	0756956	IZOD	
Registration Number:	0840548	IZOD	
Registration Number:	2136046	IZOD	
Registration Number:	2433910	IZOD	
Registration Number:	2627773	IZOD	
Registration Number:	3928776	IZOD	
Registration Number:	5944112	IZOD	
Registration Number:	4239374	IZOD	
Registration Number:	3088475	IZOD AMERICAN CHINO	

OP \$840.00 88676592

Property Type	Number	Word Mark
Registration Number:	2518381	IZOD PERFORMX
Registration Number:	3026551	IZOD X.F.G.
Registration Number:	5834521	NEVER TUCK
Registration Number:	2632352	PERFORMX
Registration Number:	2691370	PERFORMX
Registration Number:	2801719	VAN HEUSEN
Registration Number:	4230362	VAN HEUSEN
Registration Number:	2688161	VAN HEUSEN
Registration Number:	0728039	VAN HEUSEN
Registration Number:	2624289	VAN HEUSEN
Registration Number:	1580850	VAN HEUSEN
Registration Number:	3804881	VAN HEUSEN
Registration Number:	2620305	VAN HEUSEN
Registration Number:	1761885	VAN HEUSEN DIRECT

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 6464909839
Email: trademark@authenticbrands.com
Correspondent Name: Bridgette Fitzpatrick
Address Line 1: 1411 Broadway, 21st Floor
Address Line 4: New York, NEW YORK 10018

NAME OF SUBMITTER:	Bridgette Fitzpatrick
SIGNATURE:	/Bridgette Fitzpatrick/
DATE SIGNED:	08/05/2021

Total Attachments: 6
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TRADEMARK AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of August 2, 2021 (the "Effective Date"), is by and between PVH Corp., a Delaware corporation ("Assignor") and ABG IZOD LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are collectively referred to herein as the "Parties" and individually referred to herein as a "Party." Reference is made to the Purchase and Sale Agreement, dated as of June 23, 2021 (the "Purchase Agreement"), by and between PVH Corp., a Delaware corporation ("Seller") and Assignee.

Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, pursuant to the terms and subject to the conditions set forth in the Purchase Agreement, Seller has agreed to, and to cause each Affiliate of Seller that are signatory thereto (collectively with Seller, the "Seller Entities") to, sell, assign, transfer and convey to Assignee all of the Seller Entities' right, title and interest in and to the Purchased Assets, including all of Assignor's right, title and interest in and to the trademarks identified on Schedule I attached hereto (collectively, the "Assigned Trademarks"), including the goodwill associated with such Assigned Trademarks; and

WHEREAS, at the Closing of the transactions contemplated by the Purchase Agreement, Seller shall execute and deliver this Assignment to Assignee, in order to effectuate the assignment of the Assigned Trademarks pursuant to a document suitable for recordation with all applicable governmental authorities and registrars so as to record ownership of the Assigned Trademarks.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the receipt and sufficiency of which are hereby acknowledged:

ARTICLE I

TRADEMARK ASSIGNMENT

Section 1.1 Assignor hereby irrevocably assigns to Assignee all of its rights, title and interest in and to the Assigned Trademarks as of the Effective Date, including any and all goodwill appurtenant thereto held by Assignor together with the right to sue and recover and retain damages and profits for past, present and future infringement, misappropriation or other violation of the foregoing, if any. The Assigned Trademarks shall be held and enjoyed by Assignee, its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Section 1.2 Promptly following the Effective Date, Assignor shall cause the recordable assignment attached as Exhibit A hereto and such other recordable assignments requested by Assignee (collectively, the "Recordable Trademark Assignments") to be executed and delivered to Assignee or its designee. Assignor hereby authorizes the Commissioner for

Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register the Recordable Trademark Assignments upon request by Assignee, its successors, assigns or other legal representatives.

Section 1.3 Promptly following the Effective Date, Assignor will cooperate with Assignee and follow Assignee's reasonable instructions, at Assignee's sole cost and expense, in order to promptly effectuate the transfer of rights to Assignee contemplated hereunder, and any necessary or appropriate records or indicia of ownership and use. Without limiting the foregoing, Assignor agrees at all times to provide Assignee with any additional information, to do any and all things, to execute any and all documents or instruction, and to follow any procedures, that may be required or reasonably requested by Assignee to effectuate the assignment hereunder. Assignee shall be solely responsible for, and shall bear all cost related to, filing or recordings of the Recordable Trademark Assignments and to effectuate the assignment hereunder.

ARTICLE II

GENERAL PROVISIONS

Section 2.1 Purchase Agreement. To the extent there is any conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

Section 2.2 Governing Law. This Agreement shall be governed by and construed in accordance with U.S. federal law and the laws of the State of New York, as applicable, without reference to the choice-of-law principles that would result in the application of the laws of a different jurisdiction other than the State of New York or U.S. federal law, as the case may be.

Section 2.3 Entire Agreement. This Agreement, together with the Schedules and Exhibits hereto, constitute the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes any prior discussion, correspondence, negotiation, proposed term sheet, agreement, understanding or arrangement.

Section 2.4 Amendments. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the Party against whom enforcement of any such modification or amendment is sought.

Section 2.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement.

Section 2.6 Headings; Definitions. The section and article headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

[Remainder of page left 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.

PVH CORP.

By: Digitally signed by:
Mark Fischer
Name: Mark Fischer
Title: Executive Vice President

ABG IZOD LLC


By: _____
Name:
Title:

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

PVH CORP.

By: _____
Name: Mark Fischer
Title: Executive Vice President

ABG IZOD LLC

By:  _____
Name: Jay Dubiner
Title: General Counsel

COUNTRY	TRADEMARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	CLASSES AND GOODS	TRADEMARK STATUS	NEXT RENEWAL DATE
United States of America	DAM GOOD SUPPLY CO	88676592	31-Oct-19			25	Pending	
United States of America	DAM GOOD SUPPLY CO Logo	87784020	12-Feb-18	5615128	27-Nov-18	25	Registered	27-Nov-28
United States of America	EAGLE	71/082181	26-Oct-14	0110963	6-Jun-16	25	Registered	6-Jun-26
United States of America	EAGLE	72/439620	20-Oct-72	0986469	18-Jun-74	25	Registered	18-Jun-24
United States of America	EAGLE SHIRTMAKERS SINCE 1857 & Design	72/452737	28-Mar-73	988980	29-Jul-74	25	Registered	29-Jul-24
United States of America	Interlocking IZ Logo	90634442	9-Apr-21			25	Pending	
United States of America	IZOD	77/677796	25-Feb-09	3783404	11-May-10	18	Registered	11-May-20
United States of America	IZOD	77/700933	27-Mar-09	4280098	22-Jan-13	20, 24	Registered	22-Jan-23
United States of America	IZOD	73/458252	23-Dec-83	1311169	25-Dec-84	25	Registered	25-Dec-24
United States of America	IZOD	73/438252	23-Dec-83	1311169	25-Dec-84	25	Registered	25-Dec-24
United States of America	IZOD	72/002590	15-Feb-56	0638860	17-Dec-57	25	Registered	17-Dec-27
United States of America	IZOD	72/159589	21-Dec-62	0756956	17-Sep-63	25	Registered	17-Sep-23
United States of America	IZOD	72/278502	21-Jul-67	0840548	12-Dec-67	25	Registered	12-Dec-27
United States of America	IZOD	75/334508	1-Aug-97	2196088	10-Feb-98	25	Registered	10-Feb-28
United States of America	IZOD	75521785	20-Jul-98	2433910	6-Mar-01	9	Registered	6-Mar-31
United States of America	IZOD	76/245294	26-Apr-01	2827773	1-Oct-02	25	Registered	1-Oct-22
United States of America	IZOD	77067251	26-Sep-06	3828776	8-Mar-11	3	Registered	8-Mar-31
United States of America	IZOD	88472919	13-Jun-19	5944112	24-Dec-19	14	Registered	24-Dec-29
United States of America	IZOD	89977723	24-Jan-11	4299374	6-Nov-12	3	Registered	6-Nov-22
United States of America	IZOD AMERICAN CHINO	74/390150	24-Mar-04	3088475	2-May-06	25	Registered	2-May-26
United States of America	IZOD PERFORMX	75/829260	22-Oct-99	2516381	11-Dec-01	25	Registered	11-Dec-21
United States of America	IZOD X.F.C.	78/322900	4-Nov-03	3826851	13-Dec-06	25	Registered	13-Dec-26
United States of America	NEVER TUCK	88293003	7-Feb-19	5834521	13-Aug-19	25	Registered	13-Aug-29
United States of America	PERFORMX Stylized	75/951803	18-Nov-99	2692352	8-Oct-02	25	Registered	8-Oct-22
United States of America	PERFORMX Stylized	75/983067	10-Jan-00	2691370	25-Feb-03	25	Registered	25-Feb-23
United States of America	VAN HEUSEN	76/224104	13-Mar-01	2801719	5-Jan-04	25	Registered	5-Jan-24
United States of America	VAN HEUSEN	77/992372	10-Feb-10	4280362	23-Oct-12	18	Cancelled	23-Oct-22
United States of America	VAN HEUSEN	76/328776	22-Oct-01	2688161	18-Feb-03	25	Registered	18-Feb-23
United States of America	VAN HEUSEN	72/115723	15-Mar-61	0728039	27-Feb-62	25	Registered	27-Feb-22
United States of America	VAN HEUSEN	76/270443	13-Jan-01	2824269	24-Sep-02	25	Registered	24-Sep-22
United States of America	VAN HEUSEN	73/743107	29-Jul-86	1580650	30-Jan-90	9	Registered	30-Jan-30
United States of America	VAN HEUSEN	78/691428	12-Aug-05	9804881	15-Jan-10	14	Lapsed	15-Jan-20
United States of America	VAN HEUSEN	76/218458	1-Mar-01	2620305	17-Sep-02	9	Registered	17-Sep-22
United States of America	VAN HEUSEN DIRECT	74/297274	24-Jul-92	1761685	30-Mar-93	42	Registered	30-Mar-23