

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688136

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Joe's Holdings LLC		11/09/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JJWHP, LLC		
Street Address:	530 Fifth Avenue, 25th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3861399	JD	
Registration Number:	2653566	JD	
Registration Number:	3225514	JOE'S	
Registration Number:	3861398	JOE'S	
Registration Number:	3156022	JOE'S JD	
Registration Number:	3551675	JOE'S JD	
Registration Number:	3857397	JOE'S JD	
Registration Number:	5479696	JOE'S JEANS	
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>			
Email:	trademark@whp-global.com		
Correspondent Name:	Gregg Donnenfeld		
Address Line 1:	530 Fifth Avenue, 25th Floor		
Address Line 2:	In Care of JJWHP, LLC		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Effy Zinkin		
SIGNATURE:	/Effy Zinkin/		

CH \$215.00 3861399

DATE SIGNED:

11/15/2021

Total Attachments: 28

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT (this "Agreement") is made and entered into as of November 9, 2021 by and between Joe's Holdings LLC, a Delaware limited liability company ("Assignor"), and JJWHP, LLC, a Delaware limited liability company ("Assignee"), as successor-in-interest to Centric Brands LLC, a Delaware limited liability company ("Centric"). Assignor and Assignee are individually referred to herein as a "Party," and collectively as the "Parties."

WHEREAS, Assignor and Centric have entered into the Second Amended and Restated Asset Purchase Agreement, dated as of October 28, 2021 (the "Purchase Agreement");

WHEREAS, Centric and Assignee have entered into an Assignment and Assumption Agreement, dated as of October 28, 2021, pursuant to which Centric assigned all of its rights, interests and obligations in, to and under the Purchase Agreement to Assignee;

WHEREAS, Assignee, Centric, and Assignor have entered into that certain Agreement Regarding China Assets, dated as of November 9, 2021, pursuant to which Assignee, Centric and Assignor have agreed that certain of the Purchased Assets, which Purchased Assets are set forth on Schedule A thereto (the "China Assets"), shall be sold, conveyed, transferred, assigned and delivered by Assignor to Centric (and not to Assignee);

WHEREAS, capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in the Purchase Agreement;

WHEREAS, in connection with the Purchase Agreement, and in partial consideration therefor, Assignor has agreed to transfer to Assignee, among other things, all right, title and interest of Assignor in and to the Trademarks (together with all goodwill associated therewith and symbolized thereby in each case), including the Trademarks set forth on Attachment A hereto, but excluding the China Assets (collectively, the "Assigned Trademarks"); and

WHEREAS, Assignee has provided consideration to Assignor to acquire all of Assignor's right, title and interest in and to the Assigned Trademarks, and Assignor wishes to assign such right, title and interest in and to such Assigned Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending legally to be bound, hereby agree as follows:

1. Transfer of Assigned Trademarks. Assignor (on behalf of itself and its Affiliates) does hereby irrevocably sell, transfer, convey, assign and deliver to Assignee and its successors and assigns, and Assignee does hereby unconditionally accept, in each case subject to and to the extent agreed in the Purchase Agreement: (a) all of Assignor's and its Affiliates' right, title and interest in and to the Assigned Trademarks; (b) all royalties, fees, income, payments, and other proceeds due from and after the Closing Date with respect to any of the foregoing; (c) other rights accruing under the Assigned Trademarks or pertaining thereto 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 Agreement had not been made, including, all claims, causes of action and enforcement rights with respect to the Assigned Trademarks, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned Trademarks; and (d) all other rights, privileges, protections or obligations, liabilities and responsibilities of any kind whatsoever of Assignor accruing under any of the foregoing as of the Closing Date.

2. Recordation: Assurances. Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other Governmental Authority to record and register this Agreement upon request by Assignee. At and after the Closing, and without further consideration therefor, Assignor and Assignee shall execute and deliver such further instruments and certificates (including deeds, bills of sale, instruments of conveyance, powers of attorney, assignment assumption and assurances) and use commercially reasonable efforts to take, or cause to be taken, all actions, and do or cause to be done all things as may reasonably necessary, to effectuate the purposes and intent of and consummate the transactions contemplated by this Agreement. Without limiting the foregoing, as reasonably requested by Assignee and at Assignee's sole cost and expense, Assignor shall use commercially reasonable efforts to take all actions and execute all required paperwork as reasonably required to assign, transfer, record, and convey all Assigned Trademarks to Assignee as of the Closing. To the extent that any Assigned Trademarks have not been assigned, transferred, recorded, or otherwise conveyed to Assignee as of the Closing, at Assignee's sole cost and expense, Assignor shall use its commercially reasonable efforts to execute and deliver such instruments and take such action as Assignor and Assignee mutually reasonably determine is necessary to assign, transfer, record, and convey such assets to Assignee and to confirm Assignee's title to or interest in the Assigned Trademarks, to confirm and record Assignee's ownership over the Assigned Trademarks, and put Assignee in actual possession or control thereof and to assist Assignee in exercising all rights with respect thereto.

3. Power of Attorney. If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under Section 2, Assignor hereby constitutes and appoints Assignee, its successors and assigns, as Assignor's true and lawful attorney, with full power of substitution, in Assignor's name and stead, on behalf of and for the benefit of Assignee, its successors and assigns, to execute and file any such document or documents, to demand and receive any and all of the Assigned Trademarks and to give receipts and releases for and in respect of the Assigned Trademarks, or any part thereof, from time to time to institute and prosecute in Assignor's name, at the sole expense and for the benefit of Assignee, its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors and assigns reasonably may require for the collection or reduction to possession of any of the Assigned Trademarks, and to do all other lawfully permitted acts to effect the terms of this Agreement with the same legal force and effect as if executed by Assignor.

4. Entire Agreement. This Agreement, and the Purchase Agreement, reflect the entire understanding of the Parties relating to the sale, assignment, transfer, conveyance and delivery of the Assigned Trademarks from Assignor to Assignee, and supersedes all prior agreements, understandings or letters of intent between or among the Parties regarding the subject matter of this Agreement and the Purchase Agreement.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

6. Governing Law. This Agreement shall be interpreted, construed, governed and enforced in all respects in accordance with the Laws of the State of Delaware, without regard to the conflicts of law rules of such State.

7. Counterparts. This Agreement may be executed in multiple counterparts, and on separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument and exchanged by facsimile or e-mail, which will constitute an original and be legally binding on the Parties when one or more counterparts have been signed by each of the parties and delivered to the other party.

8. Purchase Agreement Shall Control. Nothing in this Agreement shall change, amend, limit, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement or any liability or obligation of Assignor or Assignee arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the Parties with respect to the Assigned Trademarks. In the event that any of the provisions of this Agreement are determined to conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

[Signature page follows.]

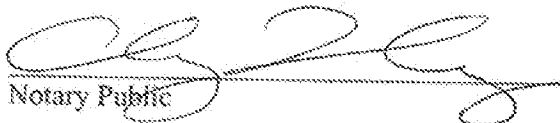
IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed as of the date first above written.

ASSIGNOR:
JOE'S HOLDINGS LLC

By: 
Name: Lorraine DiSanto
Title: Chief Financial Officer

State of CT)
County of Fairfield)
SS.:

On the 8 day of Nov in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared Lorraine DiSanto Personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which this individual acted, executed the instrument.


Notary Public

CHIP KEATING
NOTARY PUBLIC - CONNECTICUT
MY COMM. EXPIRES 12/31/2026

My commission expires 12/31/26

Dated: 11/8/21

ASSIGNEE:
JJWHP, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed as of the date first above written.

ASSIGNOR:
JOE'S HOLDINGS LLC

By: _____
Name: _____
Title: _____

State of _____)
 ss.:
County of _____)


On the ___ day of _____ in the year _____ before me, the undersigned, a Notary Public in and for said State, personally appeared, _____ personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which this individual acted, executed the instrument.

Notary Public

My commission expires _____

Dated: _____

ASSIGNEE:
JWHP, LLC

By: 
Name: Yehuda Shmidman
Title: Chief Executive Officer

Attachment A
Assigned Trademarks

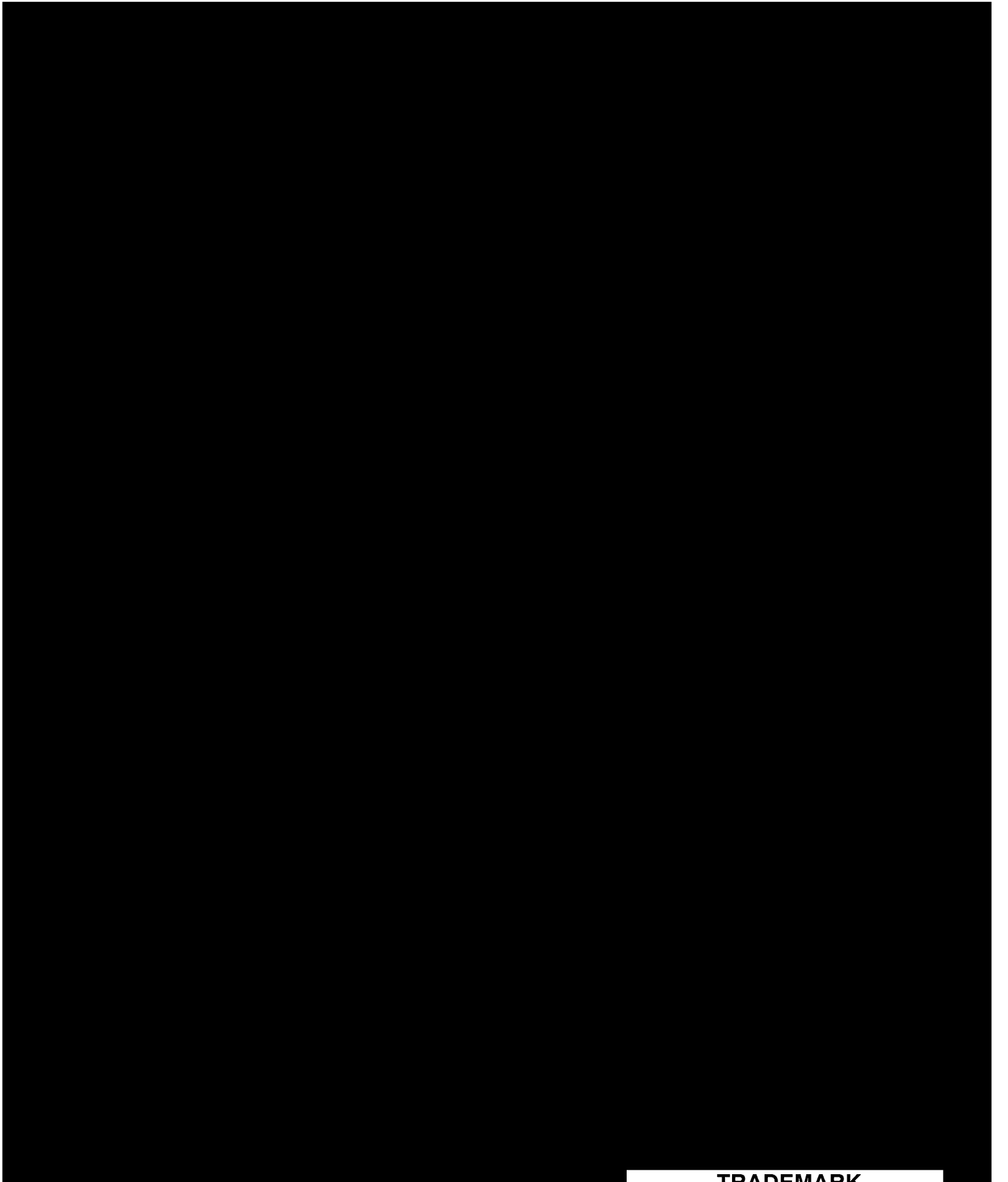
Attached.

JOE'S JEANS

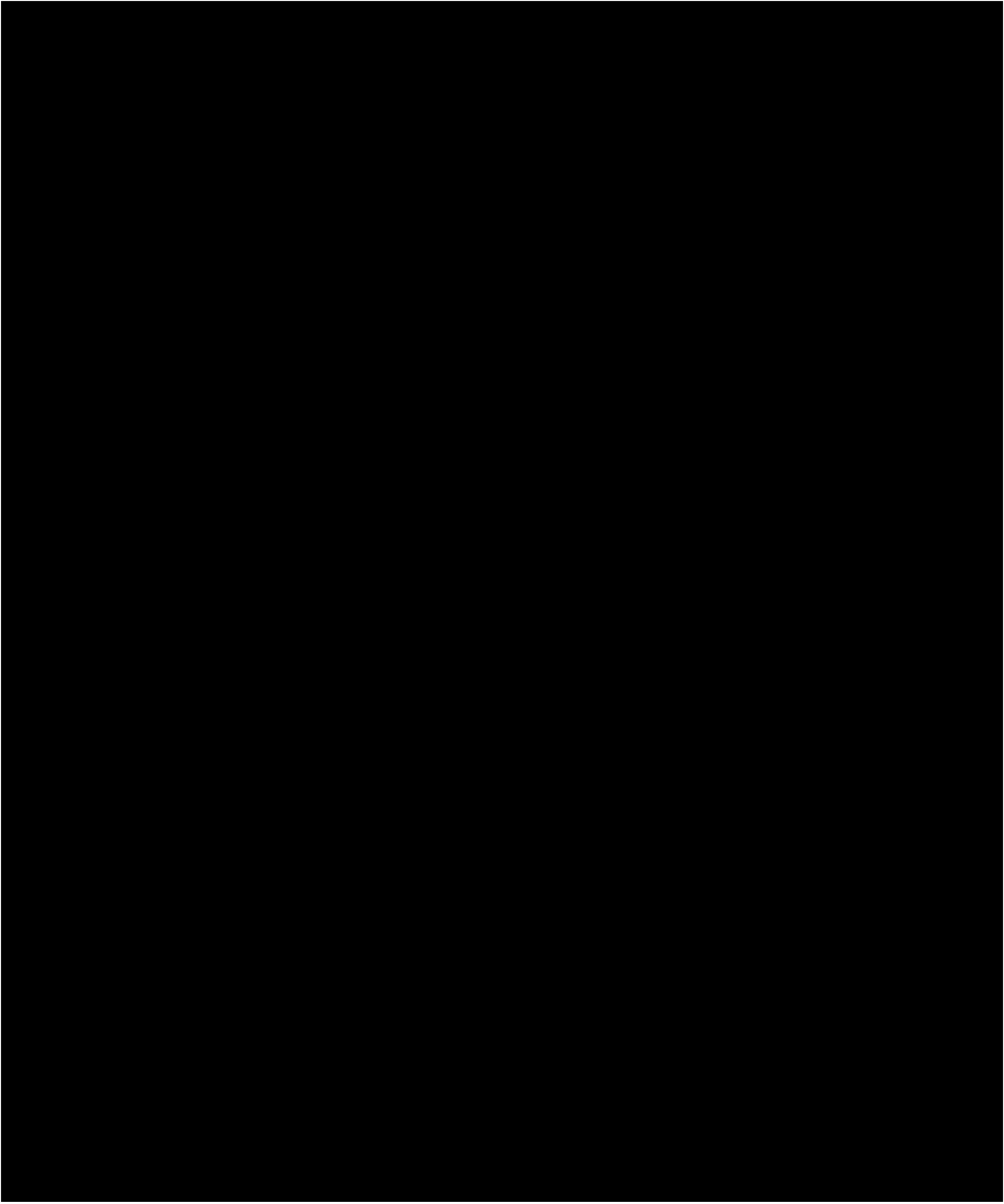
Trademark Report By Country

Printed On: 4 Nov 2021 4:16:03 PM

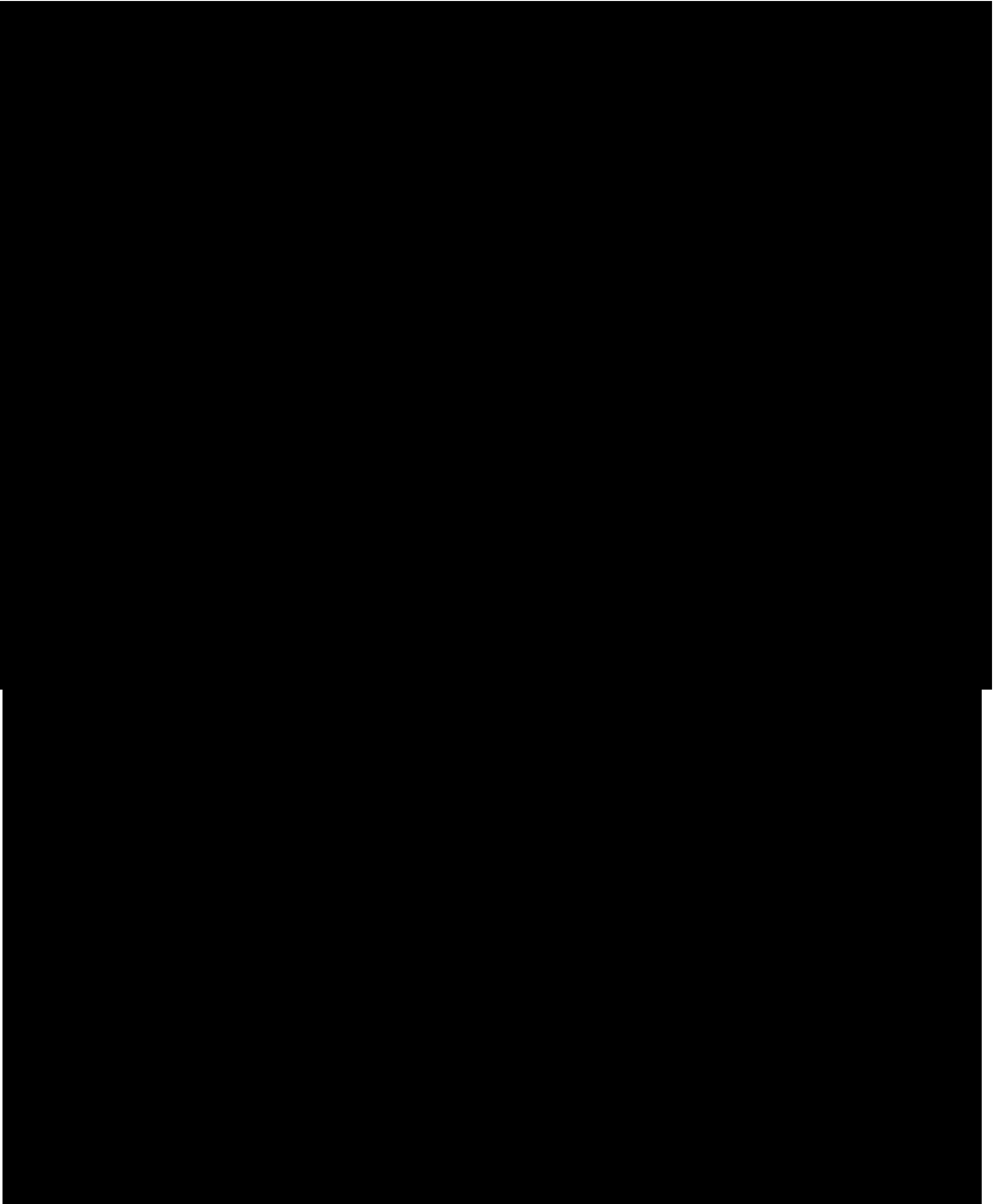
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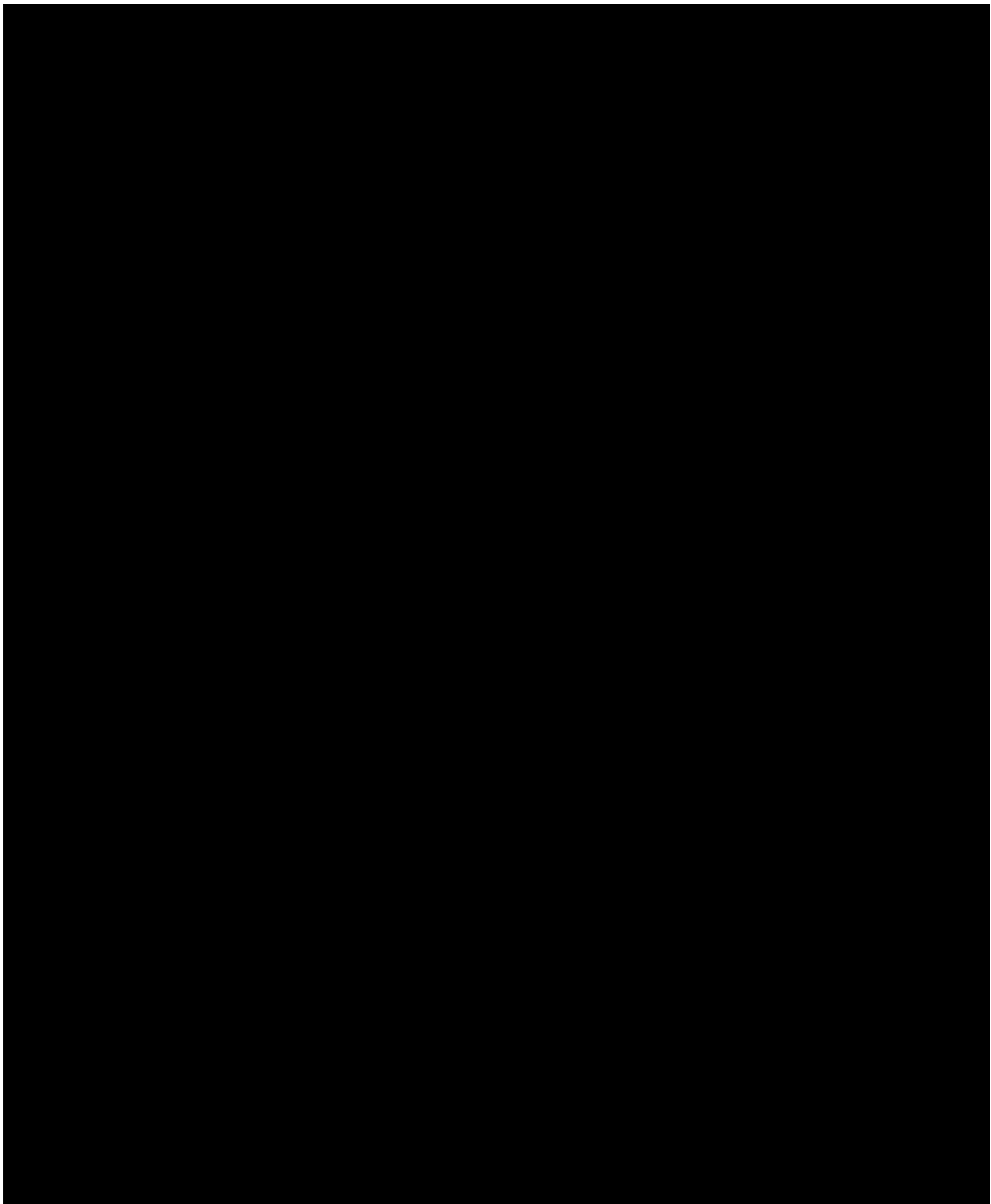
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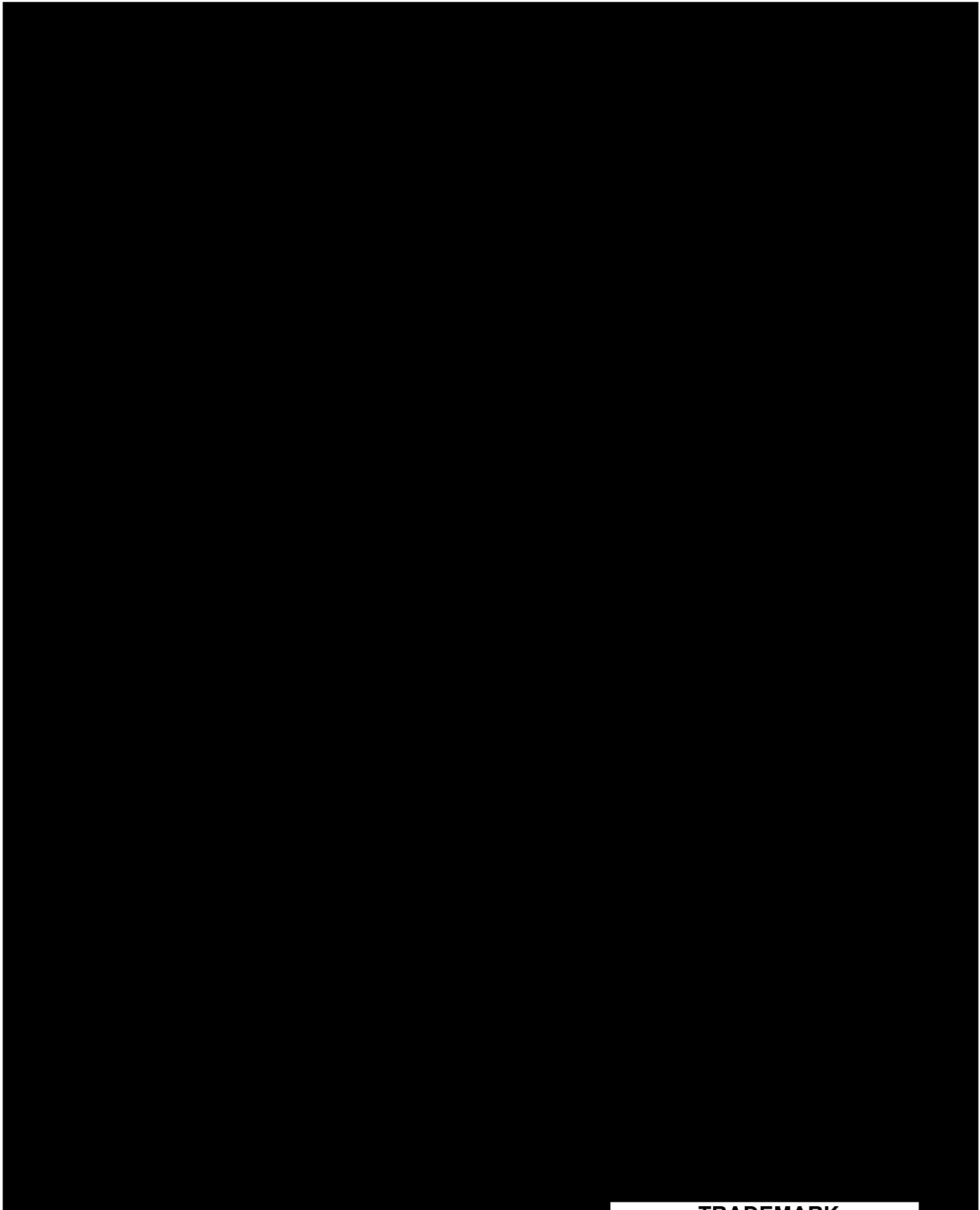
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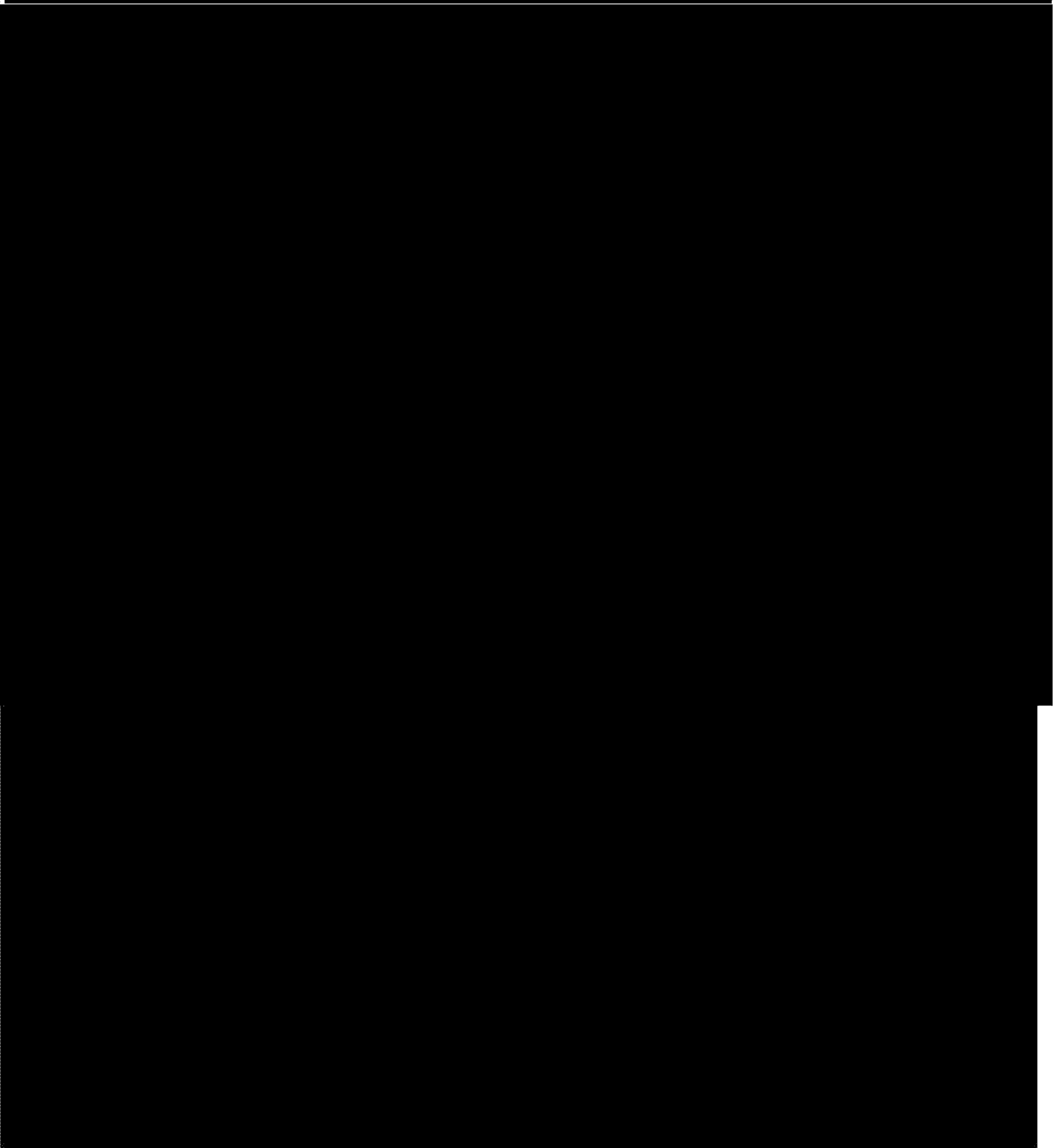
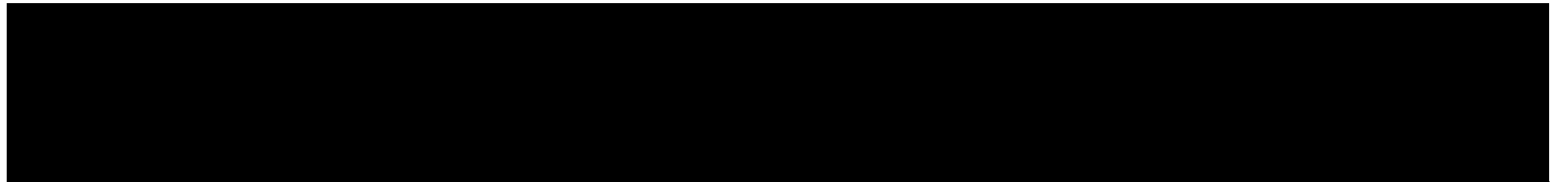
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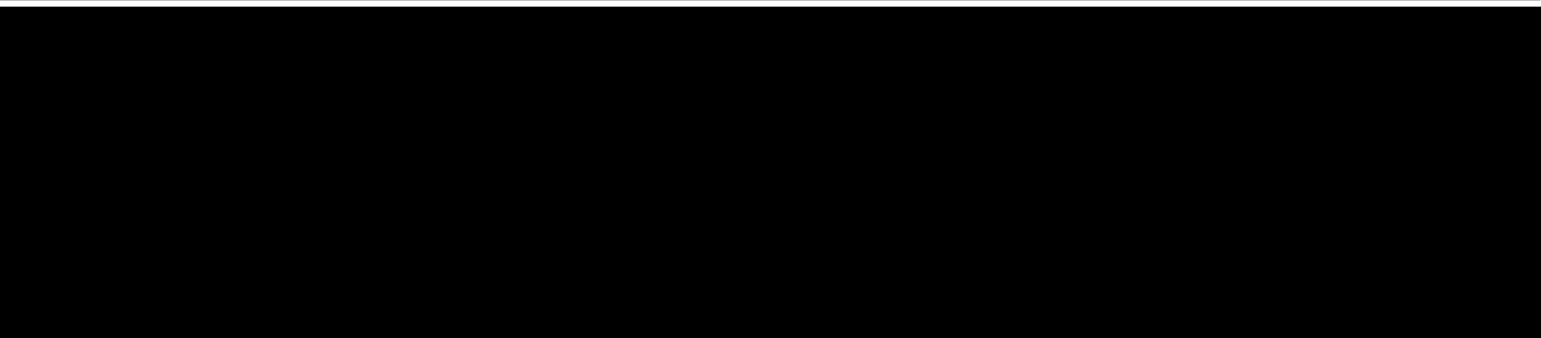
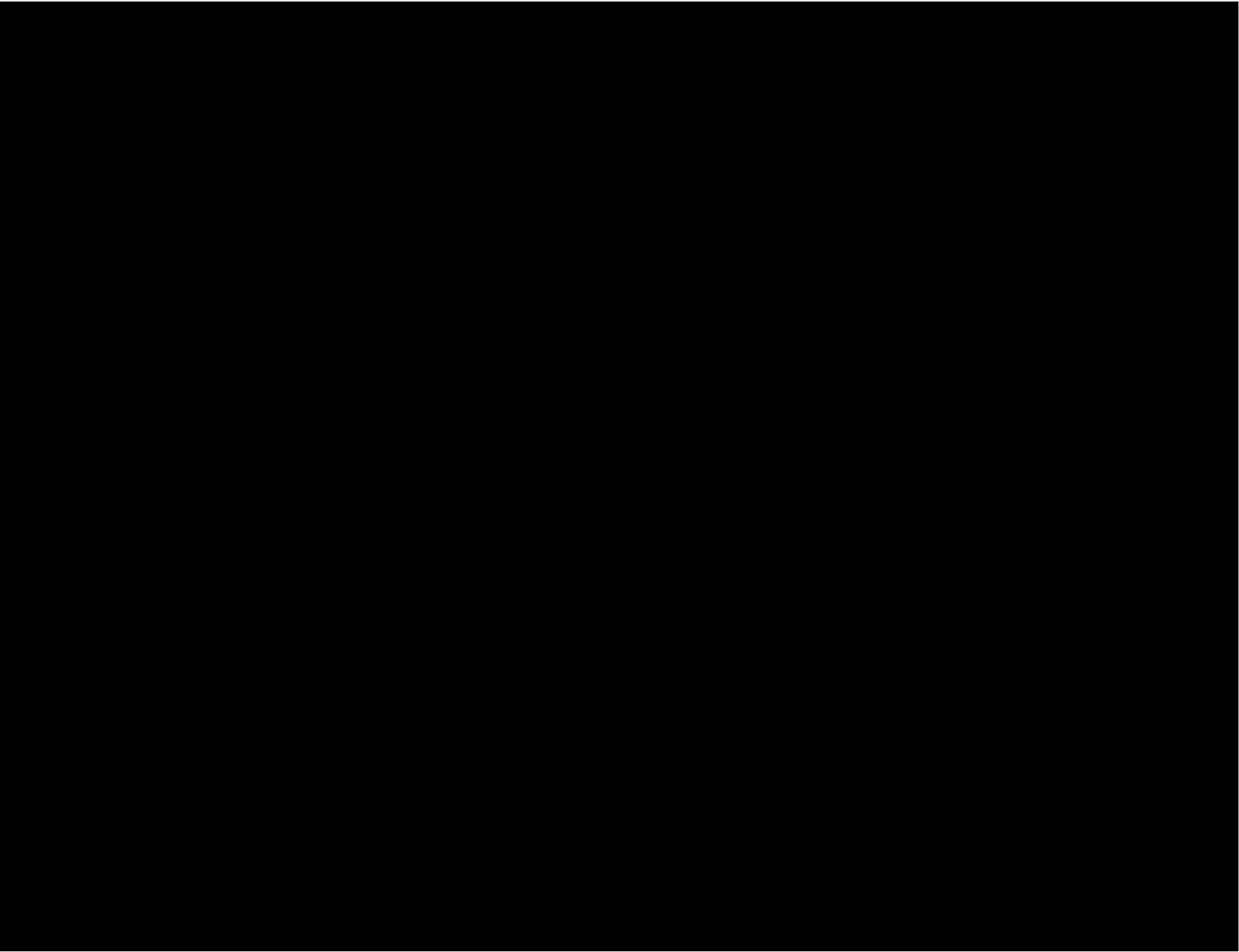
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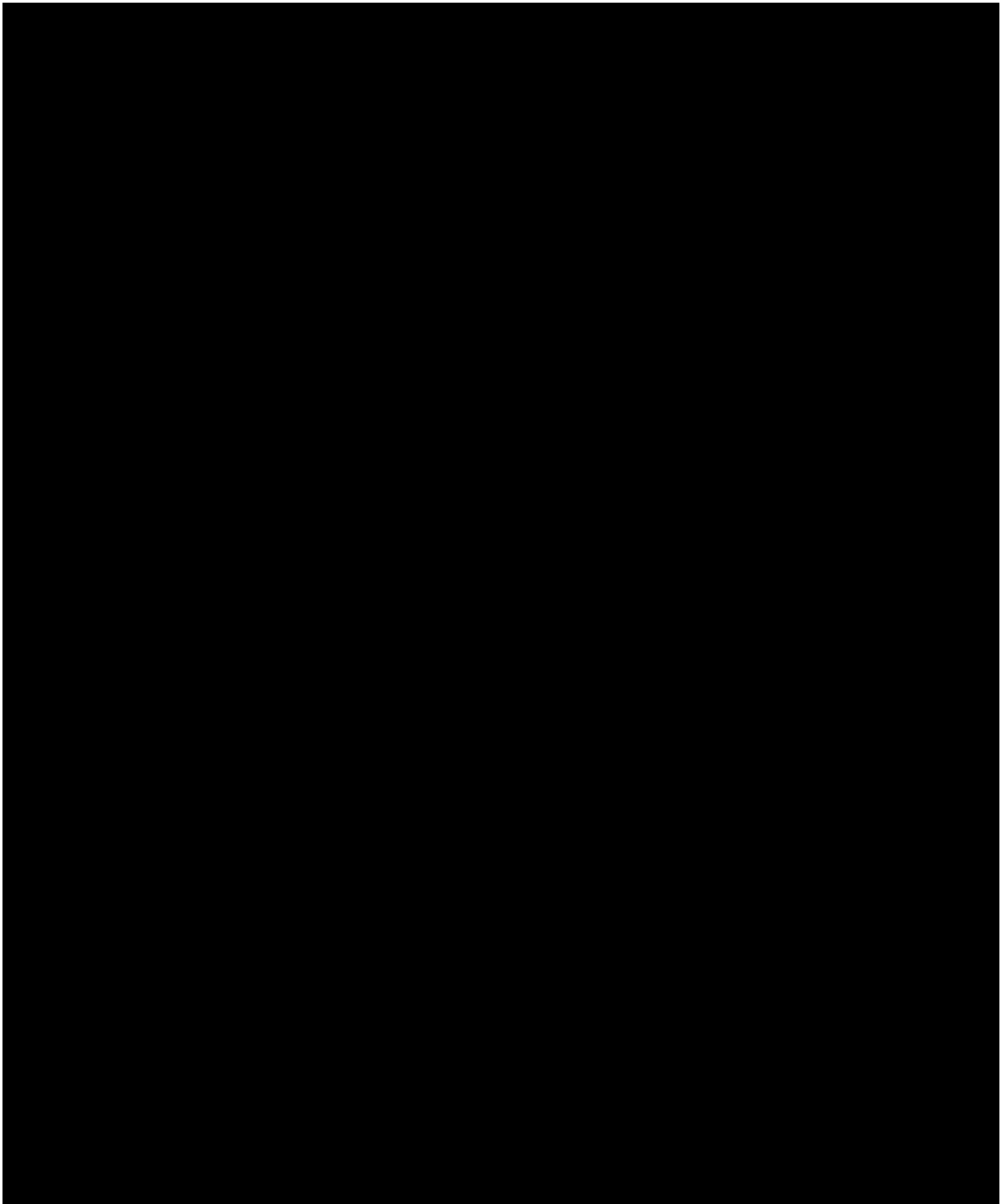
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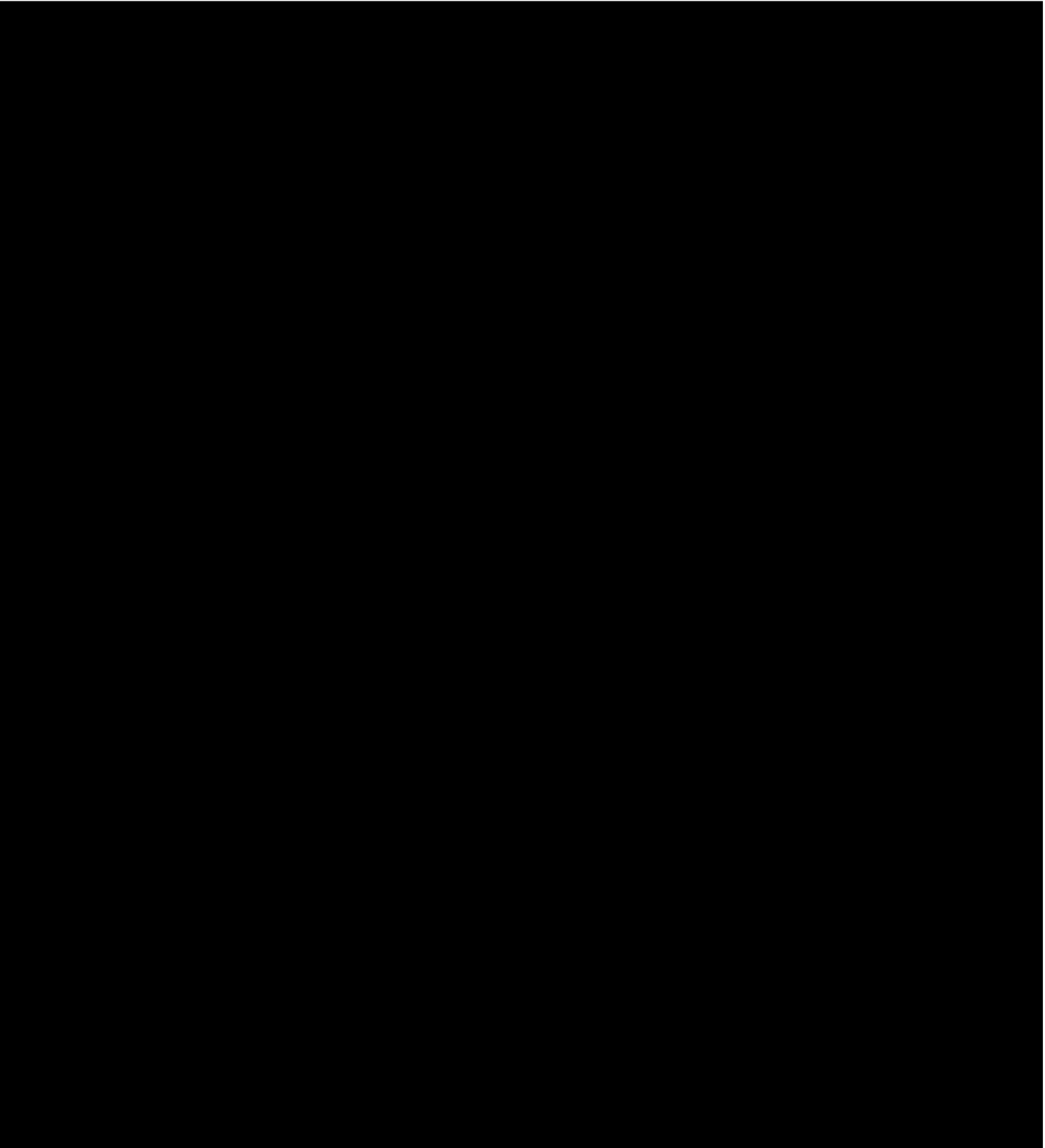
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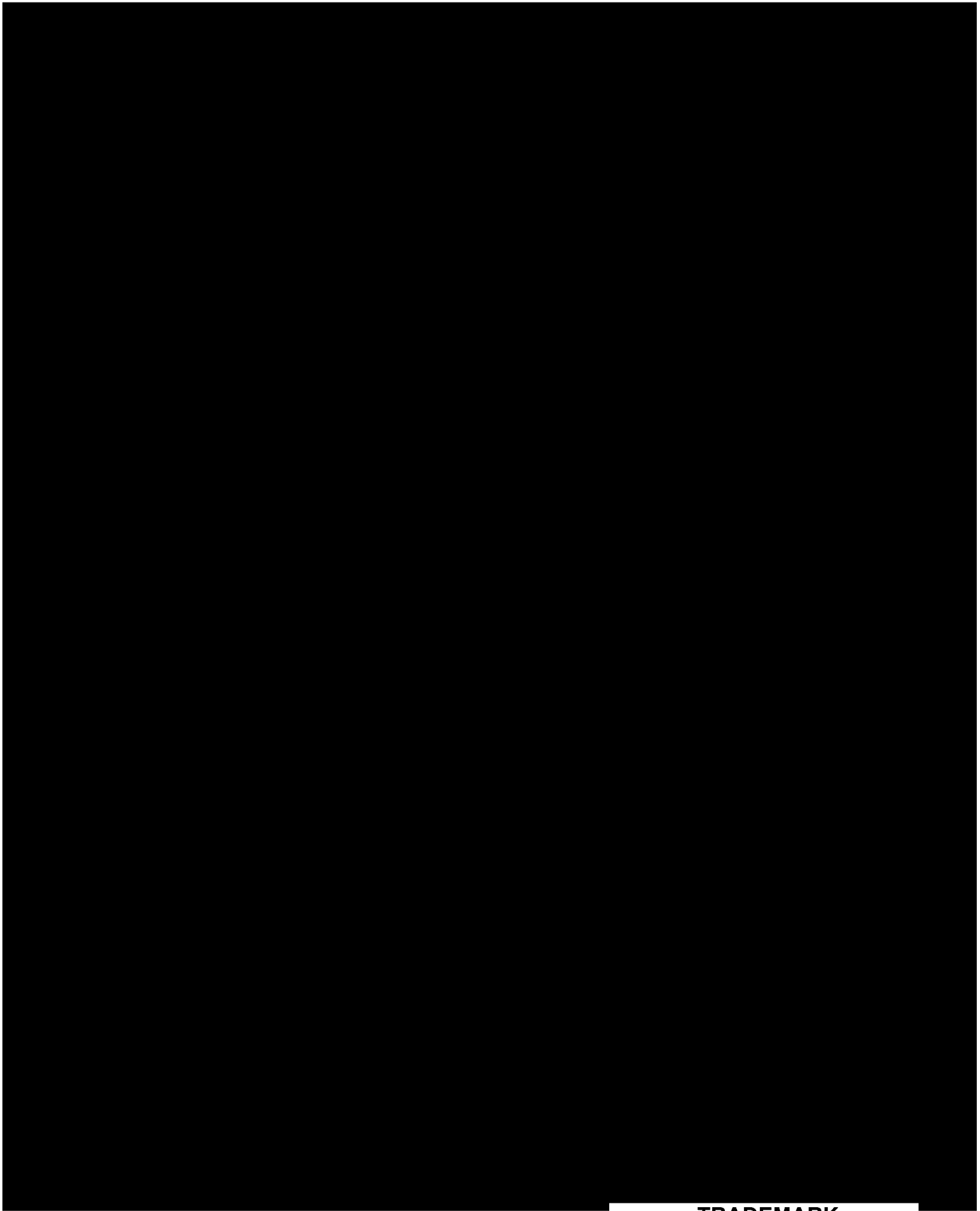
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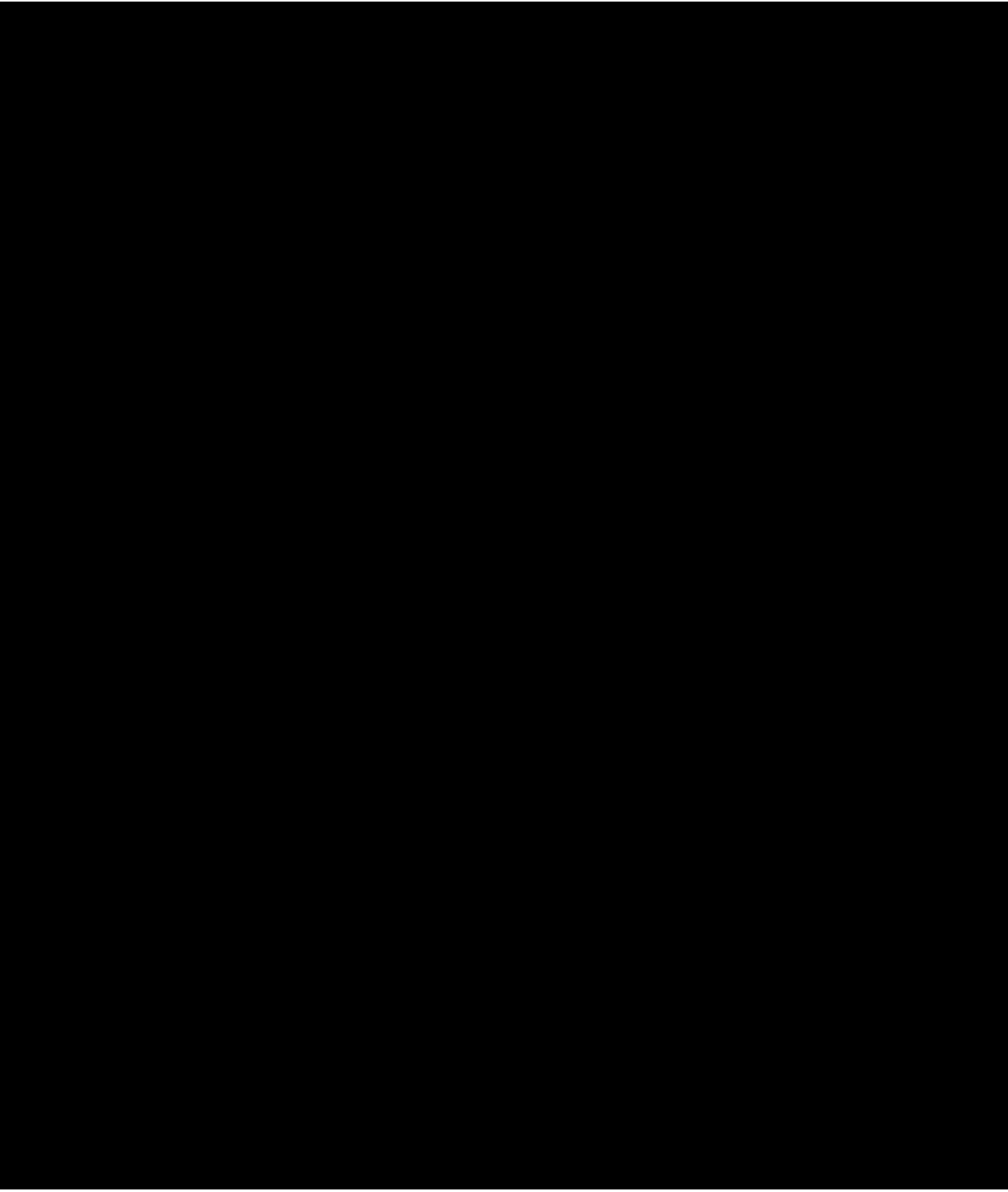
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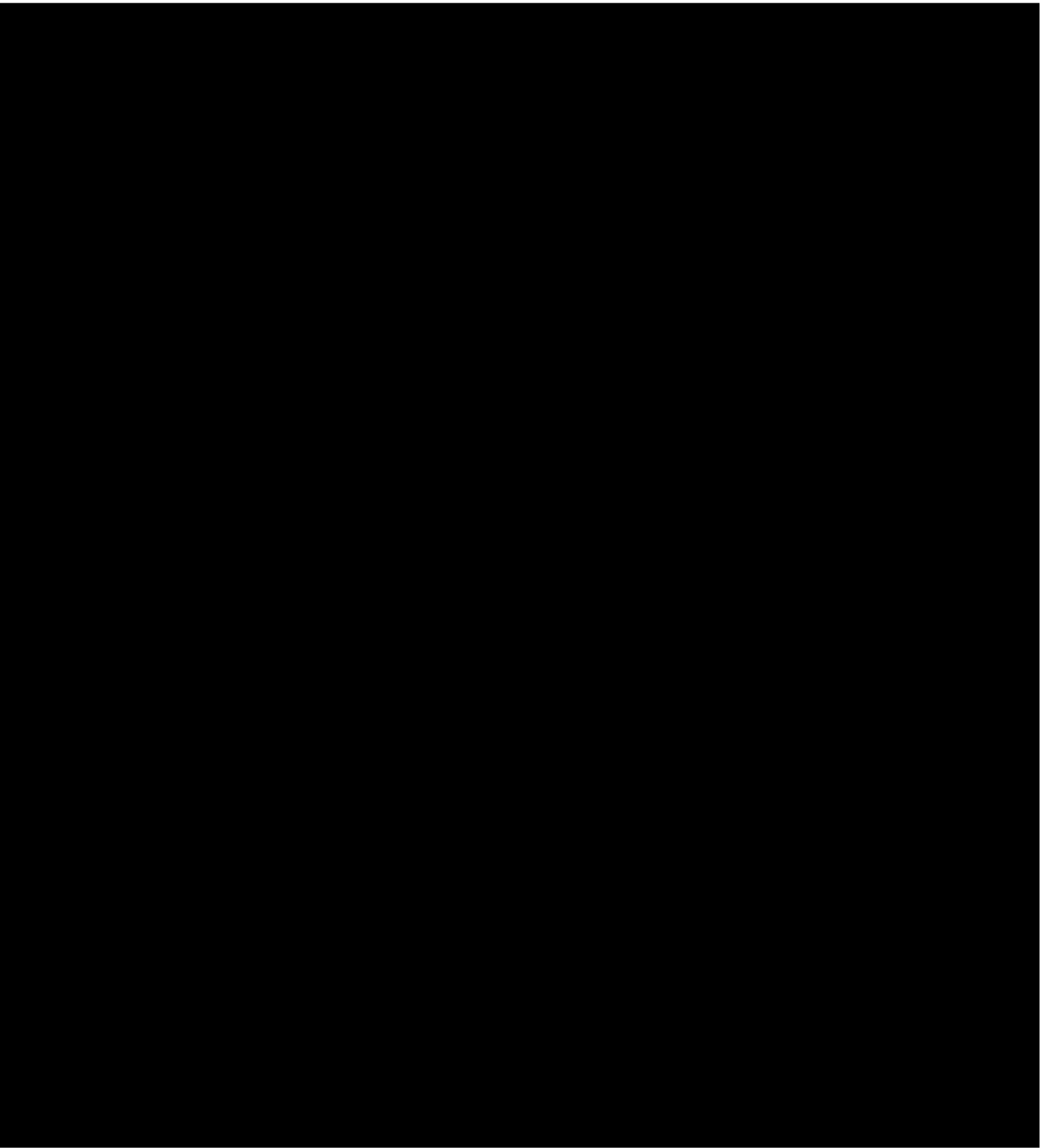
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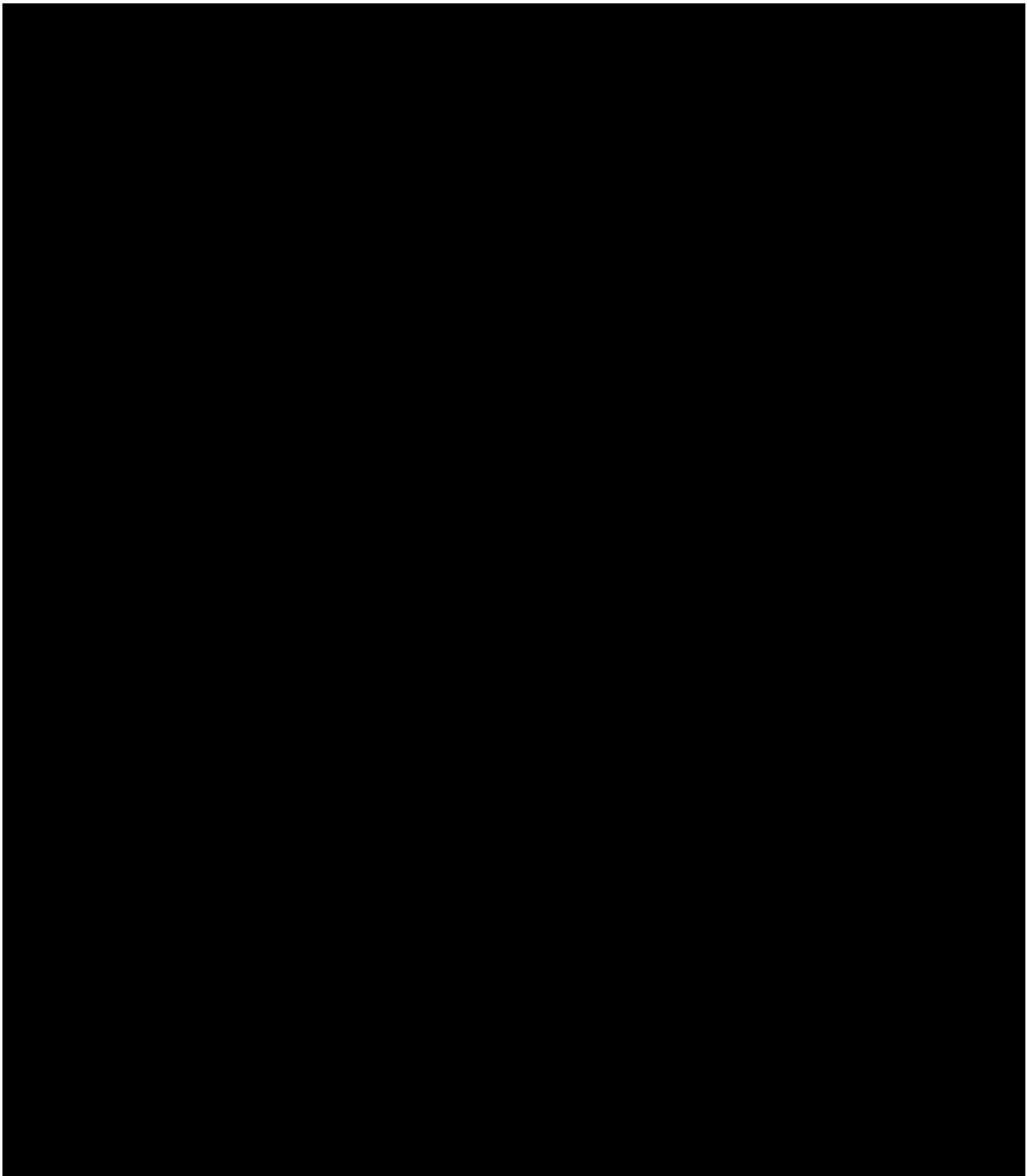
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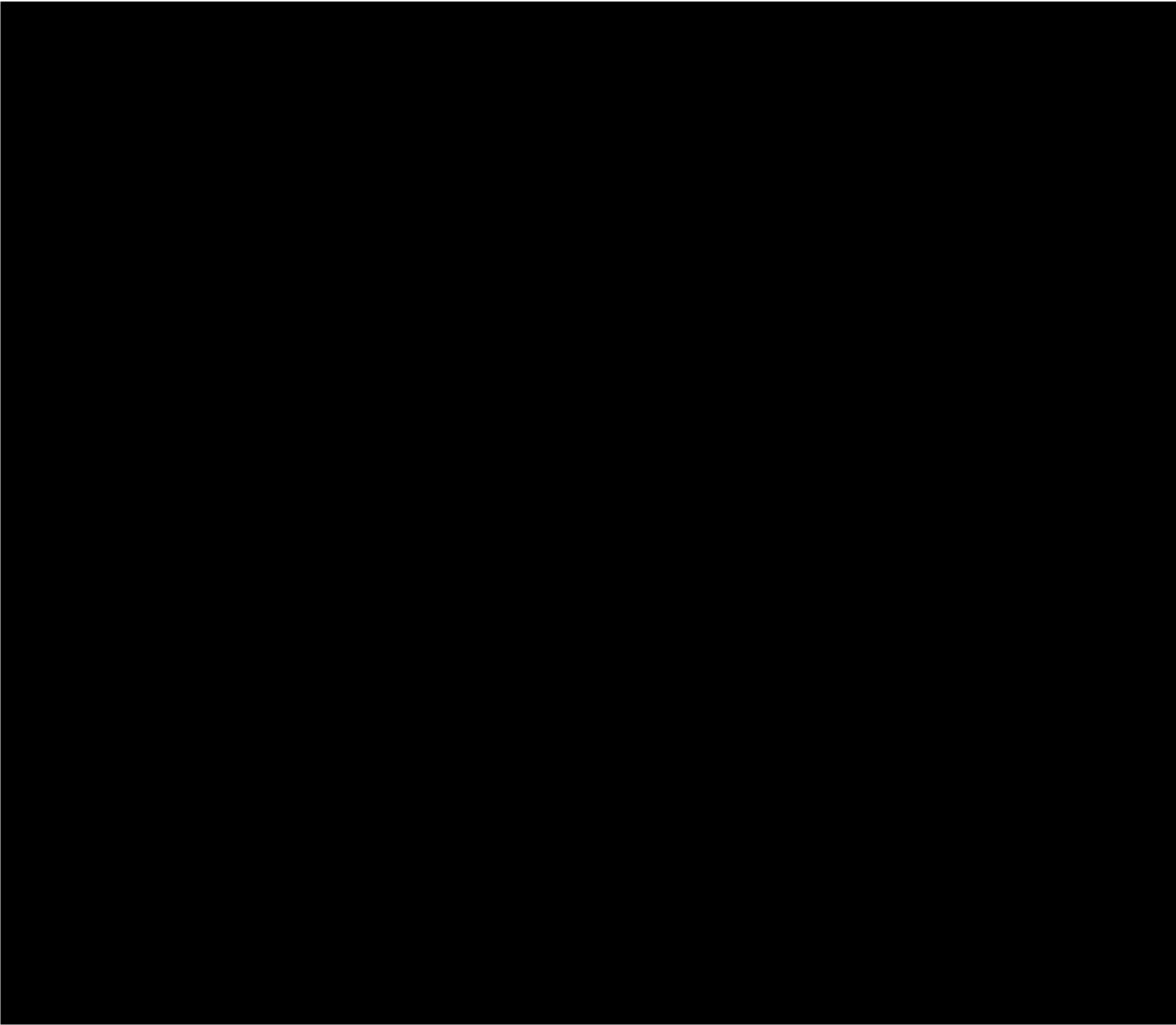
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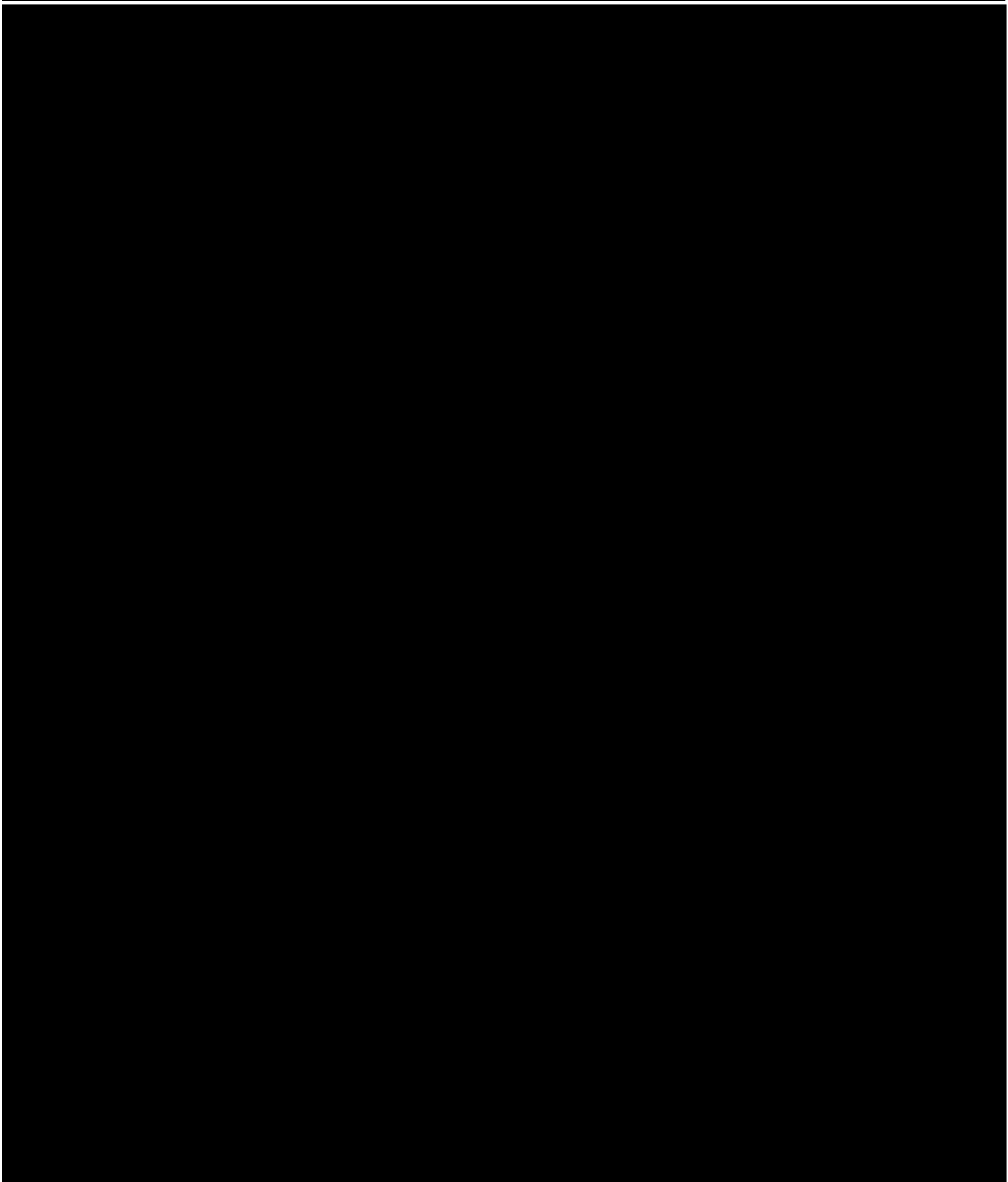
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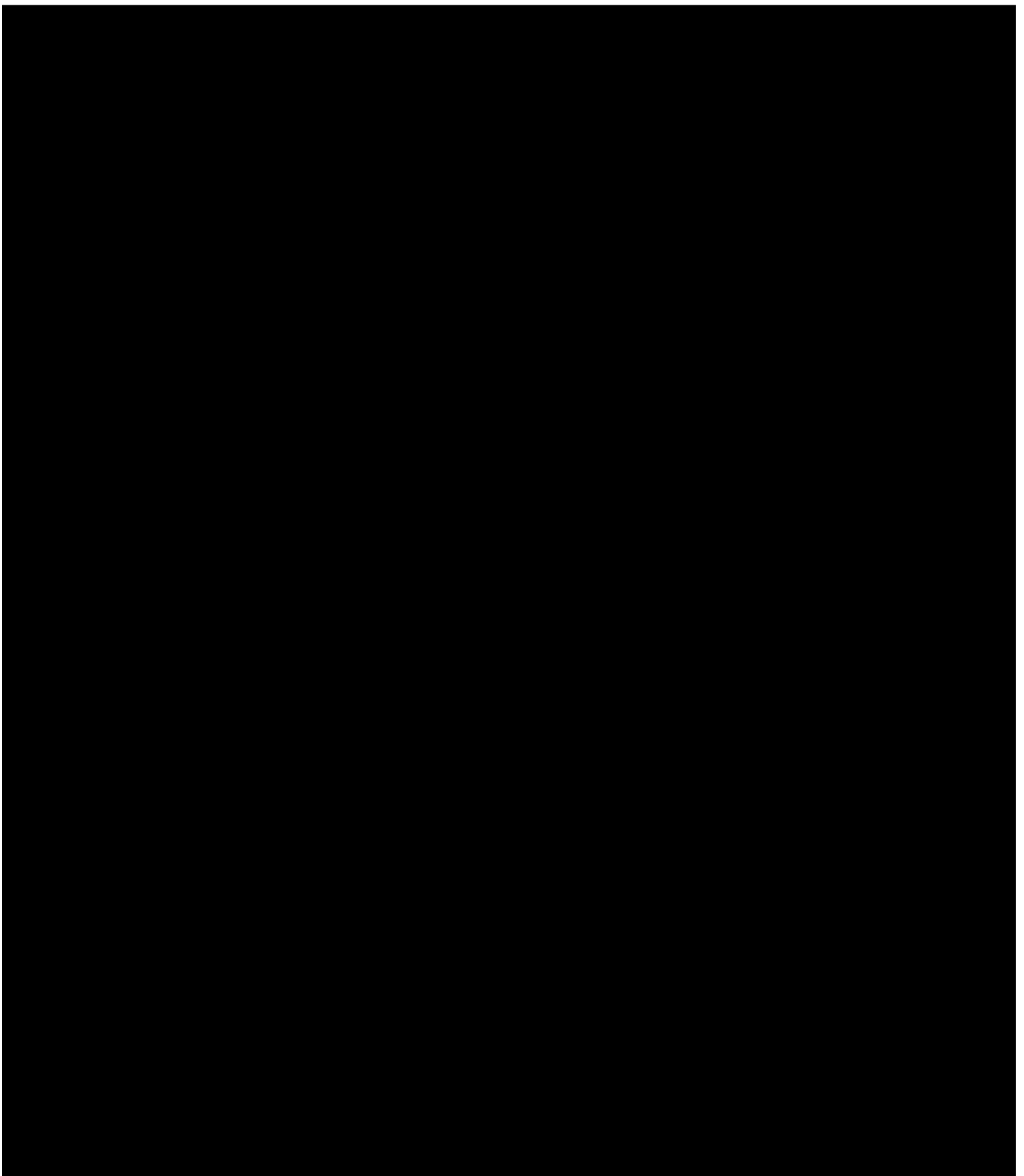
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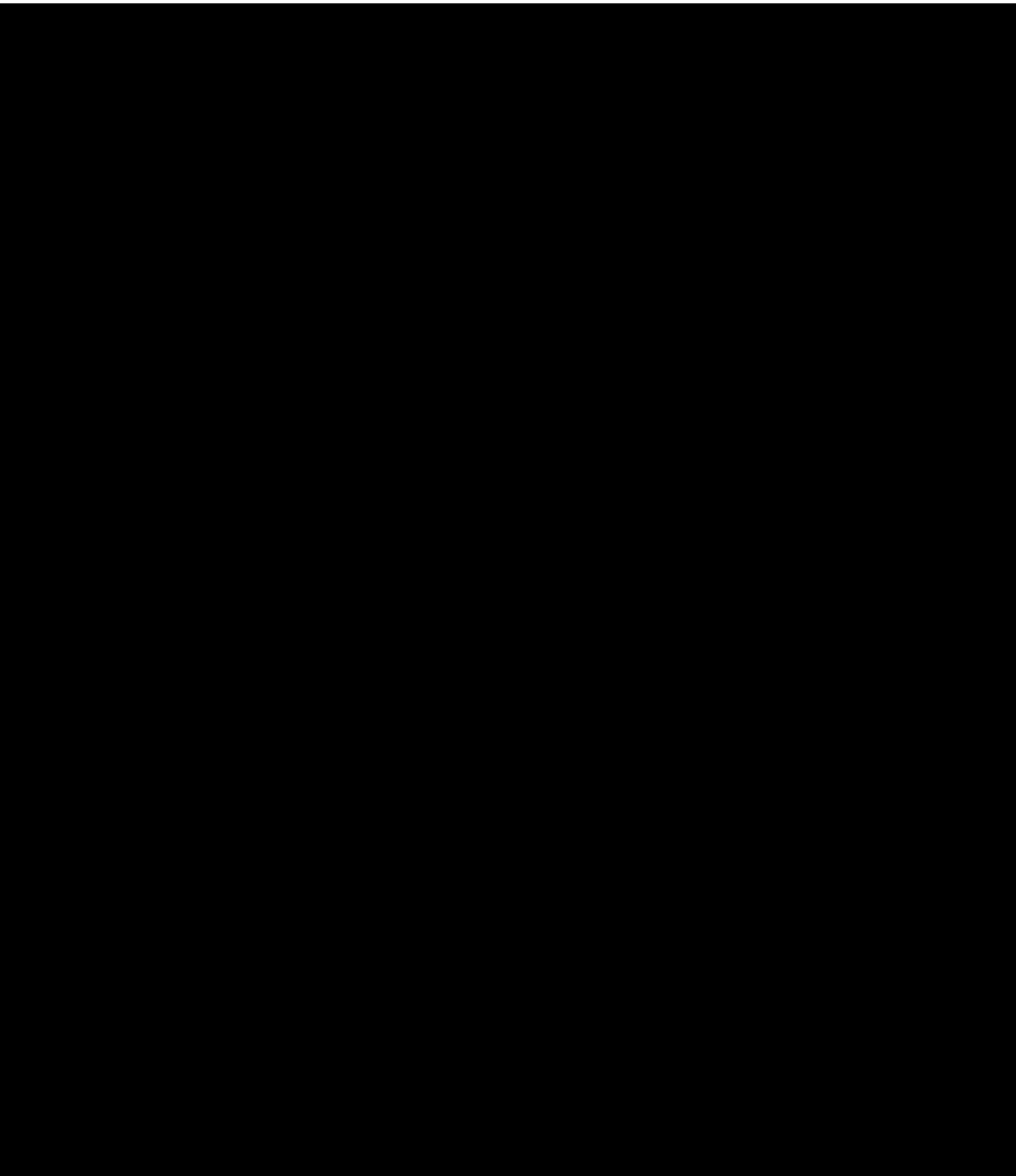
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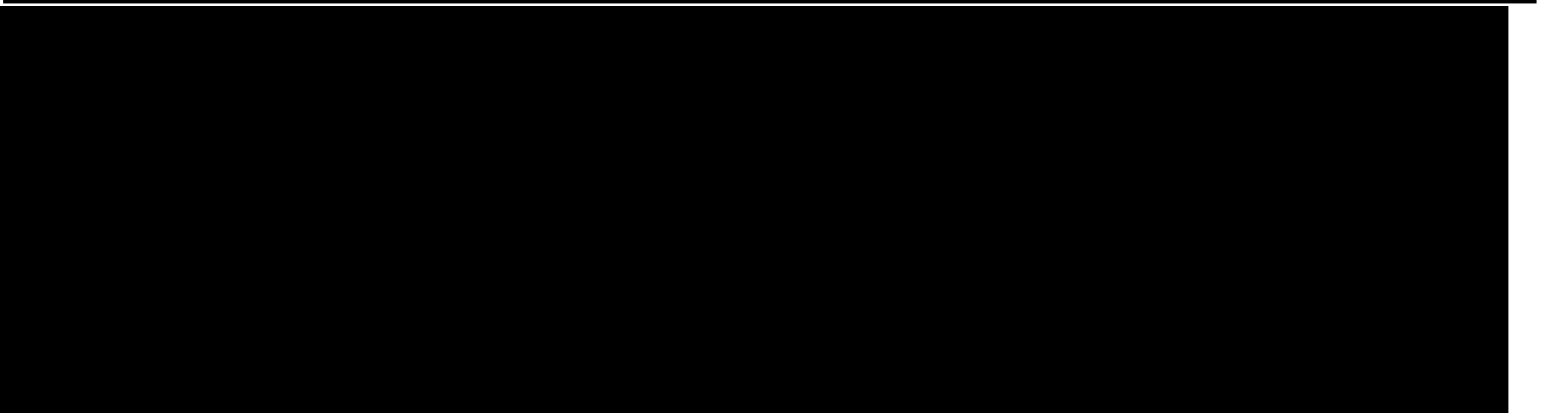
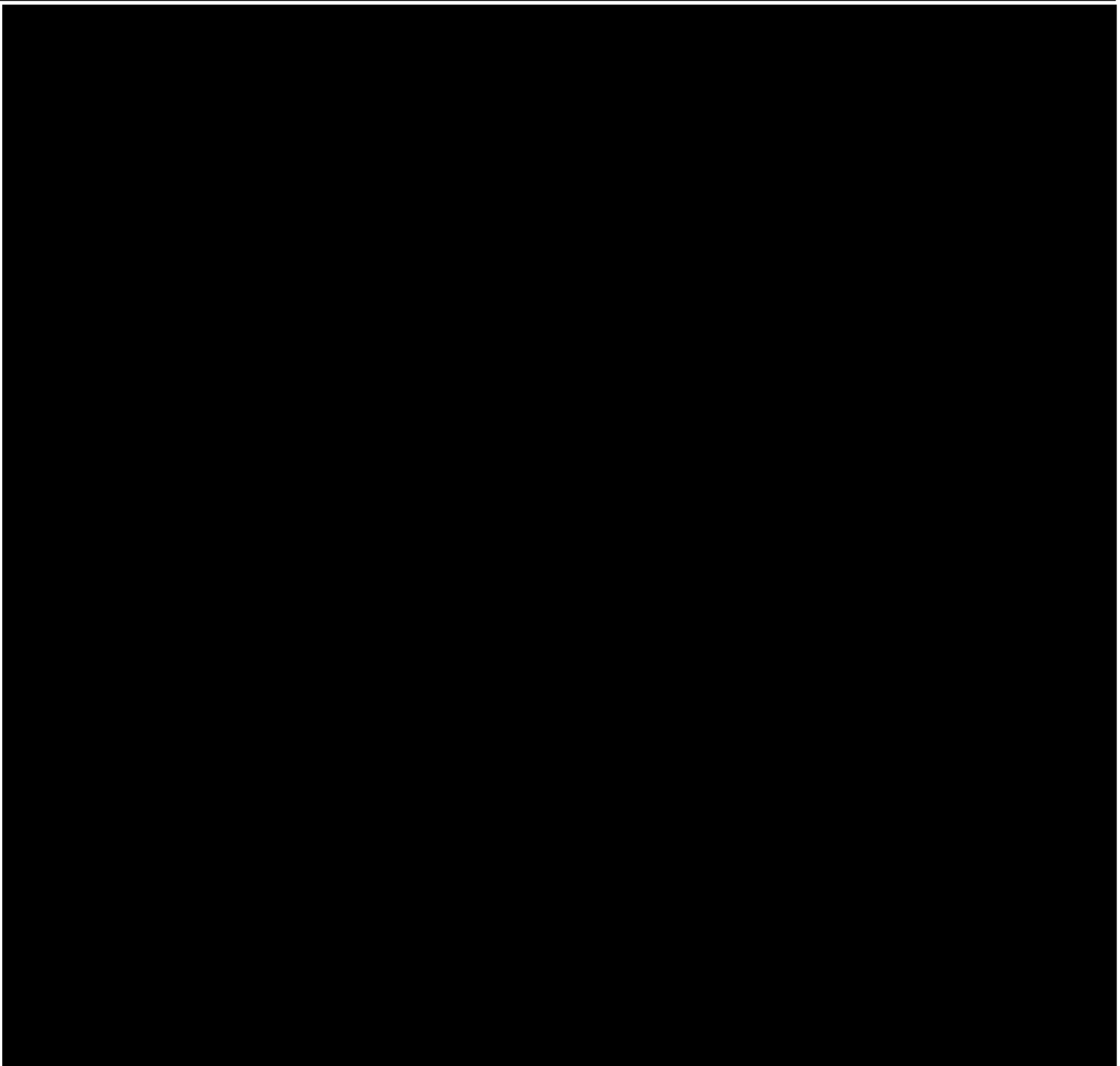
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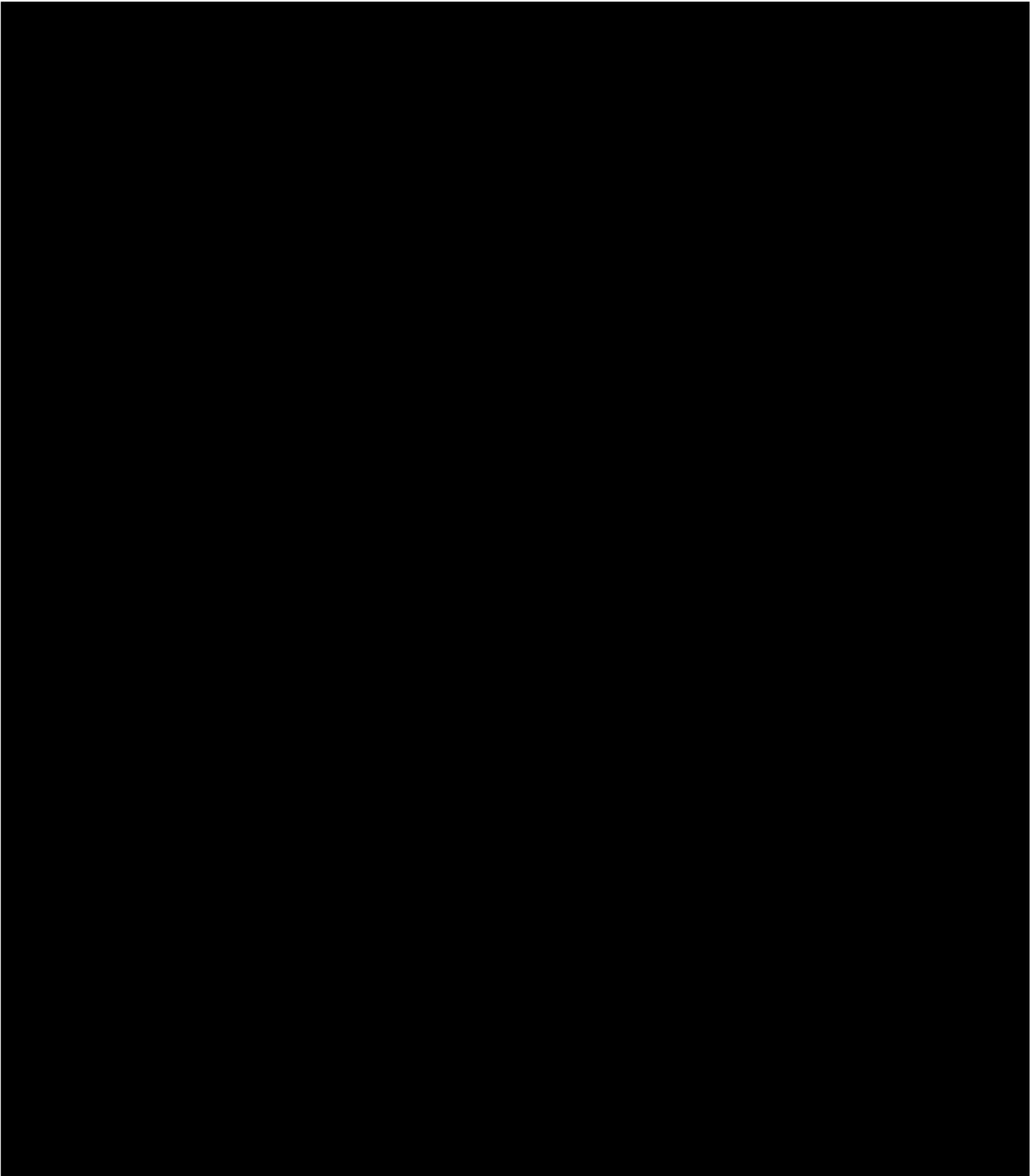
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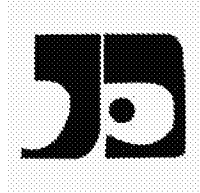
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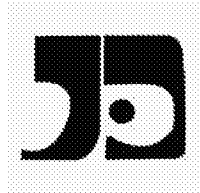
UNITED STATES

JOEJ-00005US.01 JD (Stylized) 7/16/2008 10/12/2010 REGISTERED
77524004 3861399



Goods: 25 - Footwear; Sandals; Shoes

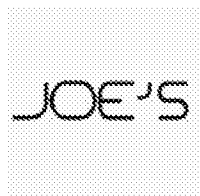
JOEJ-00005US.02 JD (Stylized) 3/16/2001 11/26/2002 REGISTERED
76225411 2653566



Goods: 18 - bags, namely, all purpose sport bags, all-purpose athletic bags, animal game bags, athletic bags, barrel bags, beach bags, book bags, Boston bags, carry-on bags, clutch bags, cosmetic bags sold empty, diaper bags, duffel bags, feed bags for animals, garment bags for travel, gym bags, hunter's game bags, lea her bags for merchandise packaging, leather shopping bags, mesh shopping bags, overnight bags, roll bags, school bags, school book bags, shaving bags sold empty, shoe bags for travel, shopping bags with wheels attached, shoulder bags, souvenir bags, sportsmen's hunting bags, suit bags, textile shopping bags, tool bags sold empty, tote bags, travel bags, traveling bags, and wrist mounted carryall bags

25 - footwear, headwear and clothing, namely, after ski boots, albs, anklets that are socks, anoraks, aprons, ascots, athletic footwear, athle ic shoes, athletic uniforms, babushkas, baby bunting, ski boot bags, balloon pants, bandanas, bandeaux, headbands, neckbands, sweatbands, wristbands, baseball caps, bathing caps, bathing suits, bathing trunks, bathrobes, beach coverups, beachwear, bed jackets, garter belts, money belts, belts, berets, bermuda shorts, cloth bibs, ski bibs, bikinis, blazers, bloomers, blouses, blousons, boas, body shapers, body suits, boleros, bonnets, ski boot bas, booties, ski boots, boots, bottoms, bow ties, boxer shorts, toe boxes, bras, brassieres, breeches, briefs, Bustlers, caftans, camisoles, capes, shower caps, caps, cardigans, cassettes, chaps, chasubles, chemises, chemisettes, cleats for attachment to sports shoes, clogs, cloth bibs, cloth diapers, fur coats, lab coats, leather coats, overcoats, raincoats, sport coats, suit coats, top coats, coats, collars, combinations, competitor's numbers of textile, corselets, corsets, Halloween costumes, masquerade costumes, costumes and masks sold in connection therewith, coveralls, coverups, cravats, creepers, cuffs, culottes, cummerbunds, dickies, dress shields, dresses, dressing gowns, dry suits, dungarees, dusters, ear muffs, espadrilles, evening gowns, fishing vests, fishing waders, flight suits, foul weather gear, foundation garments, frocks, fur jackets, fur stoles, gaberdines, gaiters, galoshes, gauchos, girdles, gloves, ski gloves, golf shirts, golf shoes, gowns, dressing gowns, evening gowns, night gowns, wedding gowns, greatcoats, gym shorts, gym suits, halter tops, hats, heel inserts, heels, hoods, hosiery, housecoats, infant diaper covers, infantwear, inner soles, insoles, leather jackets, wind resistant jackets, jackets, jeans, jerkins, jerseys, jodhpurs, jogging suits, jumpers, jumpsuits, kerchiefs, kilts, kimonos, knee highs, knickers, knit shirts, layettes, leg warmers, leggings, leotards, light-reflecting coats, light-reflecting jackets, lingerie, loungewear, maillots, mantillas, mantles, miniskirts, mittens, moccasins, mufflers, muffs, mukluks, muu muus, neckerchiefs, neckties, neckwear, negligees, night shirts, overalls, overshoes, shoulder pads for clothing, pajamas, pantaloons, panties, ski pants, snow pants, sweat pants, tap pants, pants, pantsuits, pantyhose, paraments, pareu, parkas, pedal pushers, peignoirs, pelerines, pelisses, petticoats, pinafores, play suits, plus fours, pocket squares, polo shirts, ponchos, pullovers, quilted vests, rain suits, rainwear, robes, rompers, rubbers, sandals, saris, sarongs, sashes, scarves, shawls, shifts, sport shirts, sweat shirts, undershirts, shirts, shoes, short sets, shortalls, sweat shorts, shorts, singlets, ski masks, ski suits, ski wear, skirts, skorts, slacks, sleep masks, sleepwear, slippers, slips, smocks, sneakers, snow suits, snowboard boots, snowboard gloves, socks, thermal socks, stockings, stoles, sweat suits, vested suits, warm-up suits, wet suits, suits, sun visors, sunsuits, suspenders, swaddling clothes, sweat bands, turtleneck sweaters, v-neck sweaters, sweaters, sweatsocks, swimtrunks, swim wear, swimsuits, T-shirts, tailleurs, tangas, tank tops, teddies, tennis wear, thermal underwear, thongs, ties, tights, togas, tops, toques, tracksuits, trousers, tunics, turbans, turtle-necks, tuxedos, underclothes, undergarments, underpants, underwear, uniforms, unitards, veils, vests, visors, waistcoats, water socks, windshirts, wraps, zoot suits, and zori

JOEJ-00006US JOE'S (Stylized) 10/2/2003 4/3/2007 REGISTERED
78308471 3225514



Goods: 18 - handbags
25 - men's women's and children's clothing, namely, jeans, tops, pants

REFERENCE #	MARK	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS
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UNITED STATES continued.....

JOEJ-00006US.01	JOE'S (Stylized)	7/16/2008 77523997	10/12/2010 3861398	REGISTERED
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Goods: 25 - Footwear; Sandals; Shoes

JOEJ-00007US	JOE'S JD (Stylized)	10/2/2003 78308448	10/17/2006 3156022	REGISTERED
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Goods: 18 - carrying bags, purses and handbags

25 - men's, women's and children's clothing, namely, jeans, dresses, blouses, tops, pants, jumpsuits, shorts, robes, skirts, hats, sweaters, jackets, vests, coats, t-shirts, lingerie and shoes

JOEJ-00007US.01	JOE'S JD (Stylized)	3/13/2008 77421197	12/23/2008 3551675	REGISTERED
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Goods: 35 - On-line retail store services featuring clothing and apparel; Retail apparel stores; Retail outlets featuring clothing and apparel; Retail clothing and apparel stores

JOEJ-00007US.02	JOE'S JD (Stylized)	7/16/2008 77524002	10/5/2010 3857397	REGISTERED
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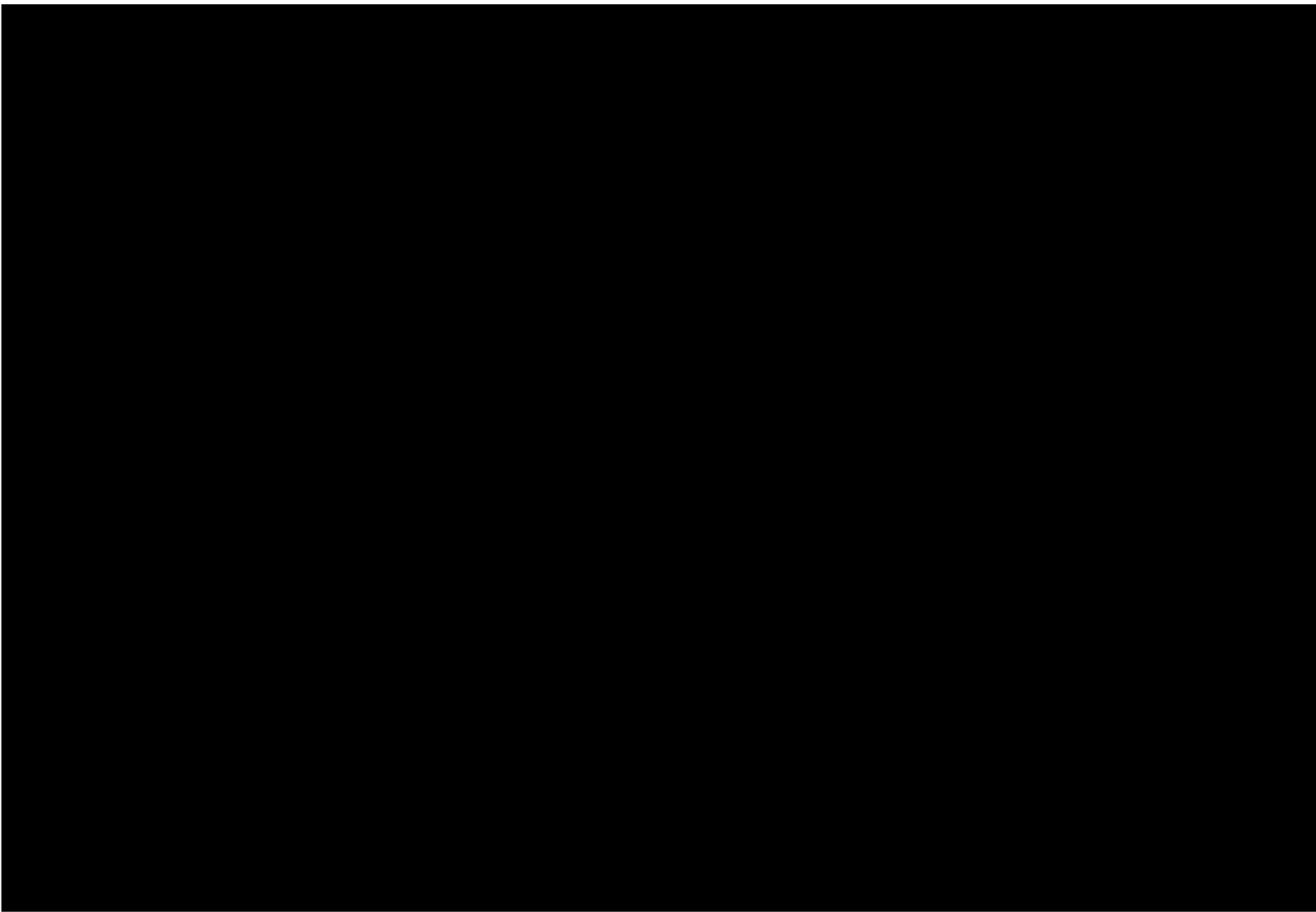
Goods: 25 - Footwear; Sandals; Shoes

JOEJ-00008US	JOE'S JEANS	9/21/2017 87617052	5/29/2018 5,479,696	REGISTERED
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Goods: 18 - handbags, purses

25 - Clothing, namely, jeans, dresses, blouses, tops, pants, jumpsuits, shorts, skirts, sweaters, jackets, vests, coats, shirts, t-shirts

REFERENCE #	MARK	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS
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END OF REPORT

TOTAL ITEMS SELECTED = 105