

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688138

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
William Rast Licensing, LLC		11/09/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WRWHP, 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: 4			
Property Type	Number	Word Mark	
Registration Number:	5146842		
Registration Number:	3248653	WILLIAM RAST	
Registration Number:	5036746	WILLIAM RAST	
Registration Number:	5036745	WILLIAM RAST	
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 WRWHP, LLC		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Effy Zinkin		
SIGNATURE:	/Effy Zinkin/		
DATE SIGNED:	11/15/2021		
Total Attachments: 22			
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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 William Rast Licensing, LLC, a Delaware limited liability company ("Assignor"), and WRWHP, LLC, a Delaware limited liability company ("Assignee"), as successor-in-interest to JJWHP, LLC, a Delaware limited liability company ("JJWHP"). Assignor and Assignee are individually referred to herein as a "Party," and collectively as the "Parties."

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

WHEREAS, JJWHP and Assignee have entered into an Assignment and Assumption Agreement, dated as of November 5, 2021, pursuant to which JJWHP assigned all of its rights, interests and obligations in, to and under the Purchase Agreement 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 Schedule A hereto (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.]

Schedule A
Assigned Trademarks

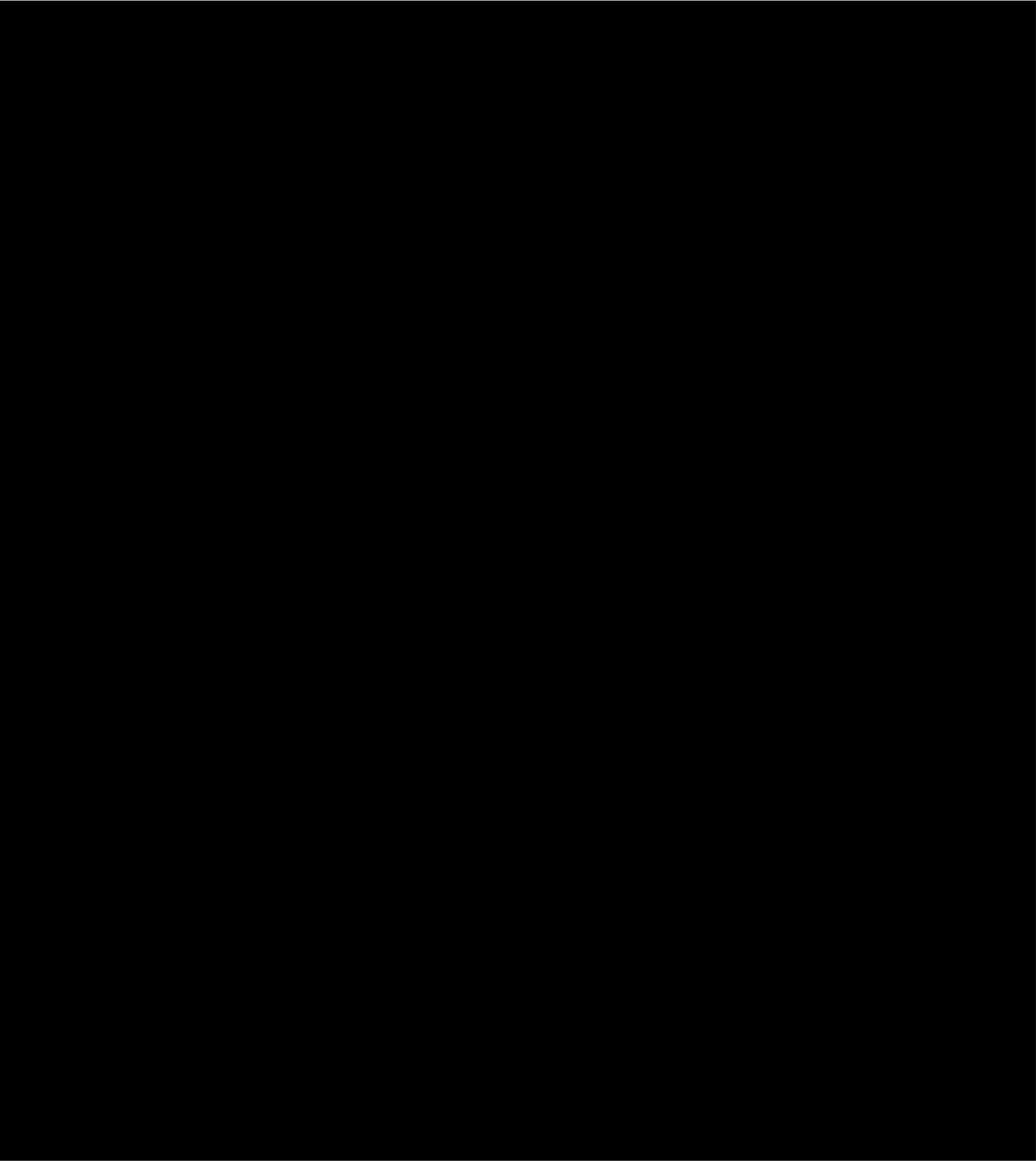
See attached.

WILLIAM RAST

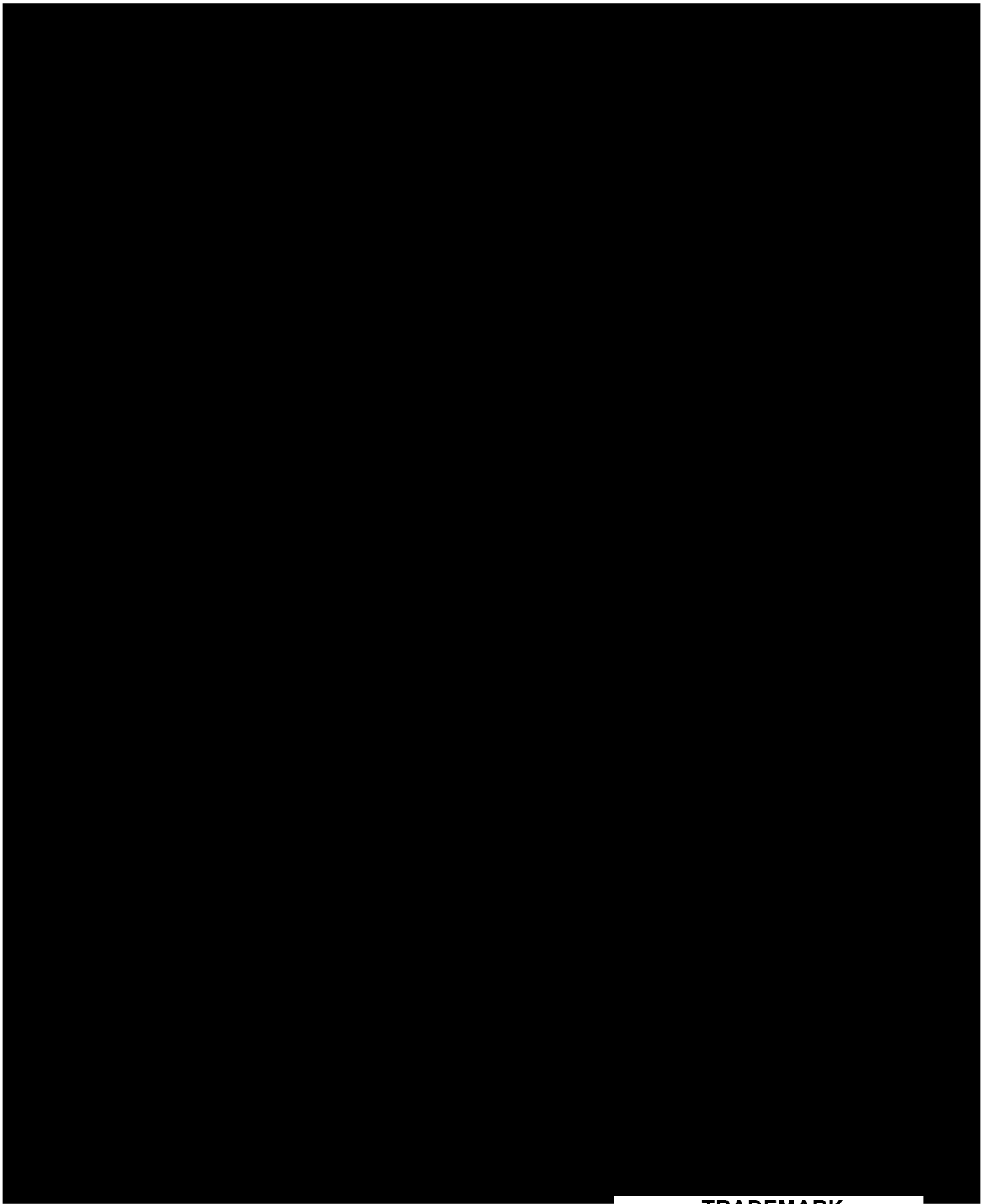
Trademark Report By Country

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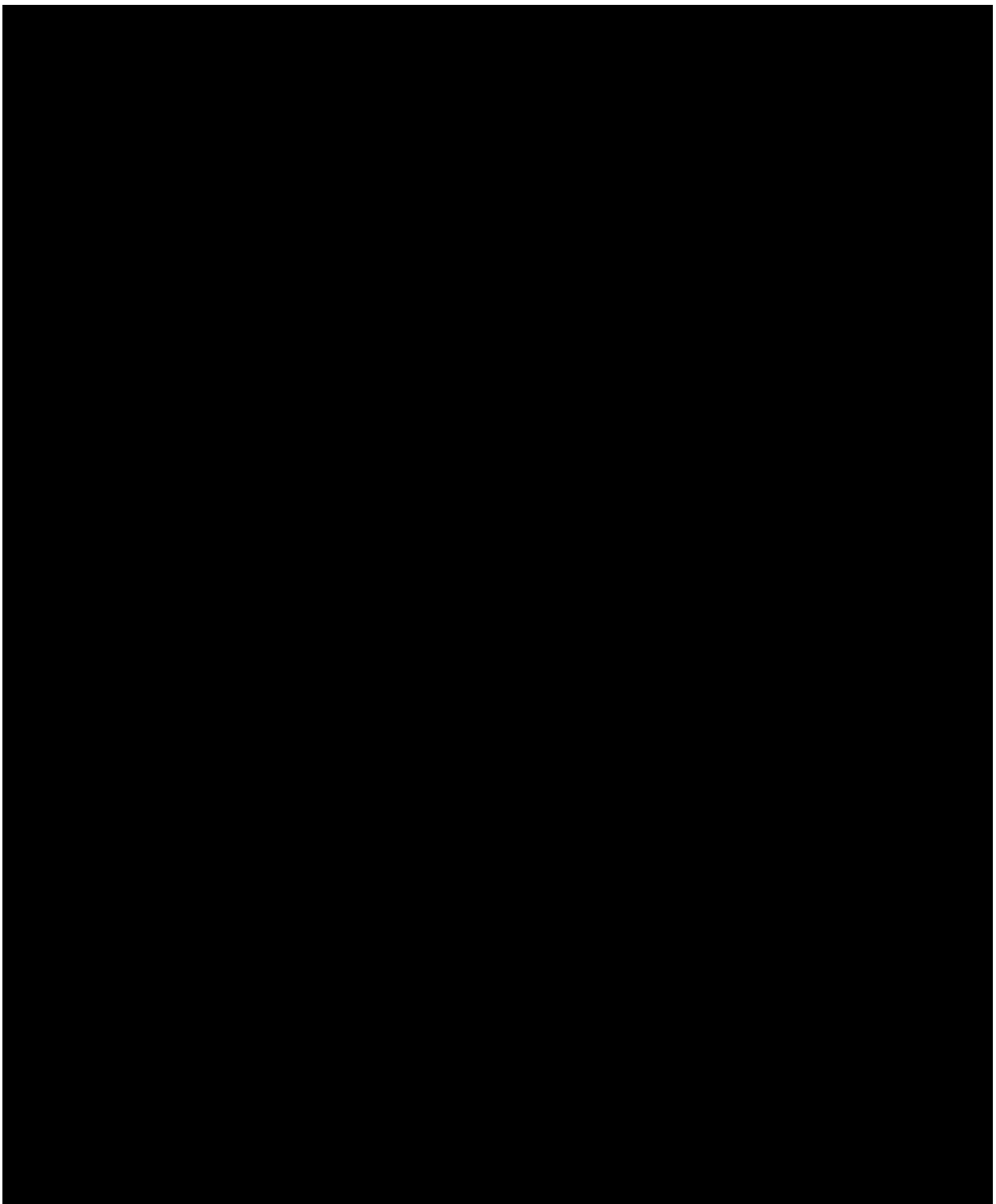
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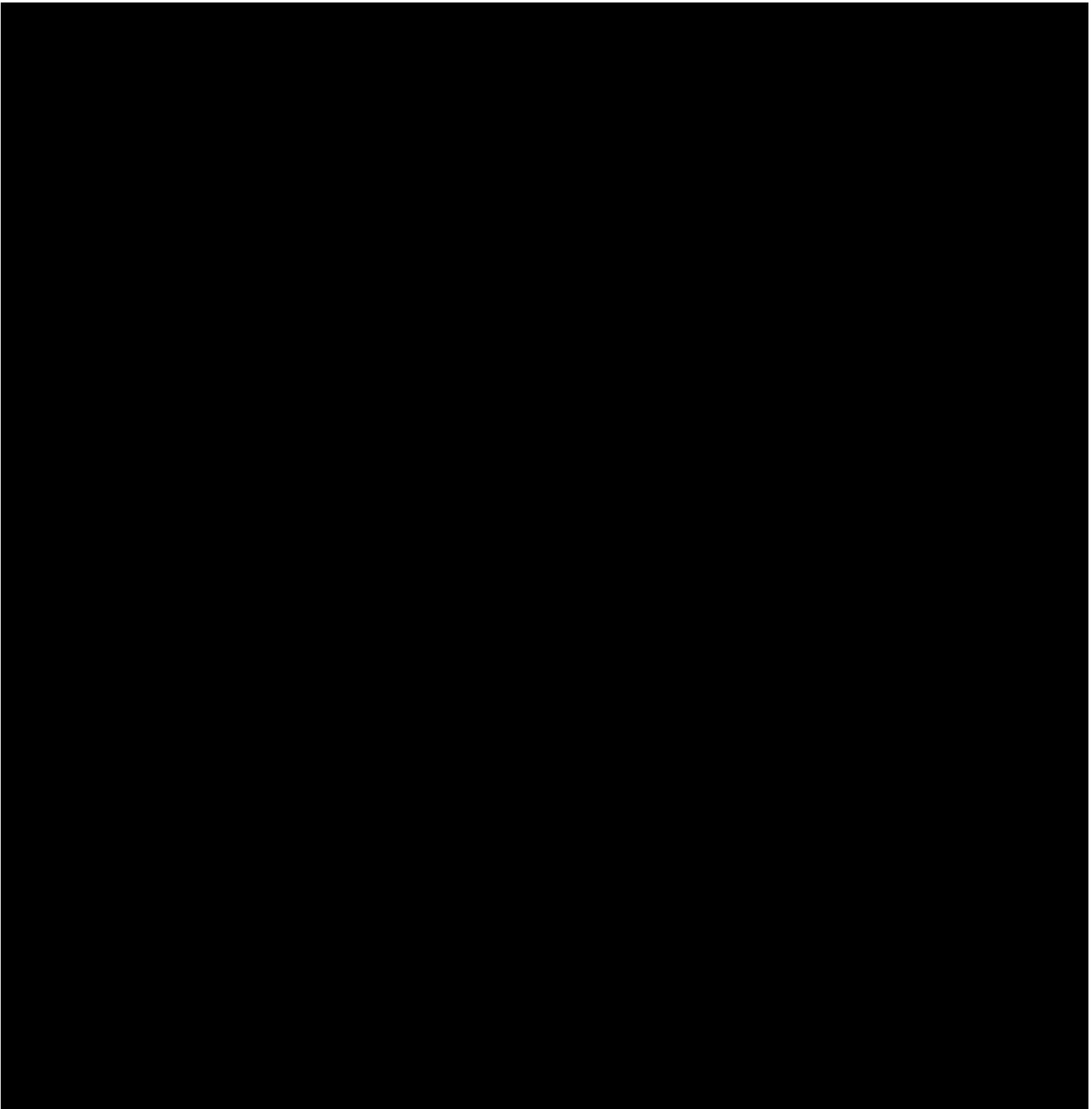
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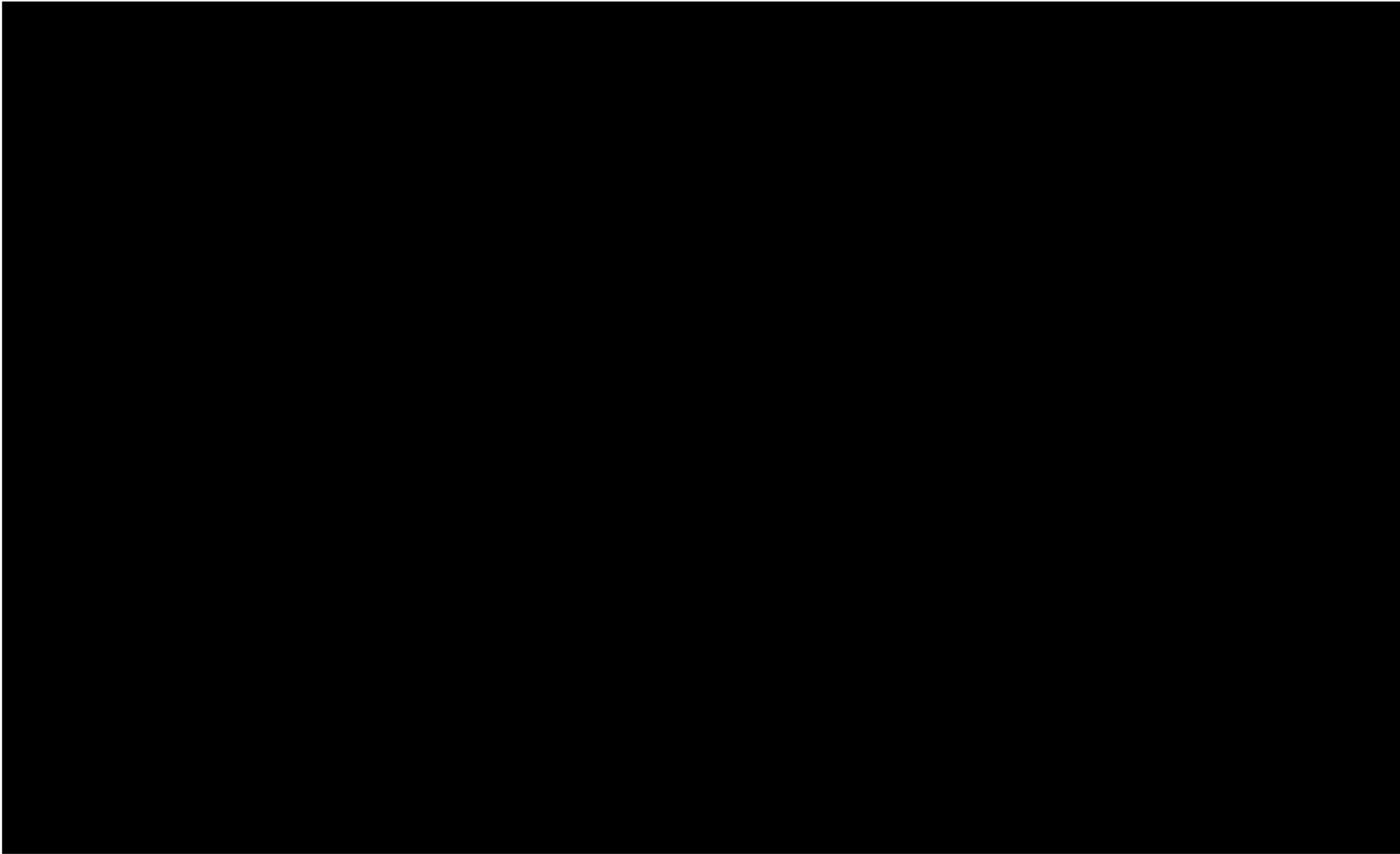
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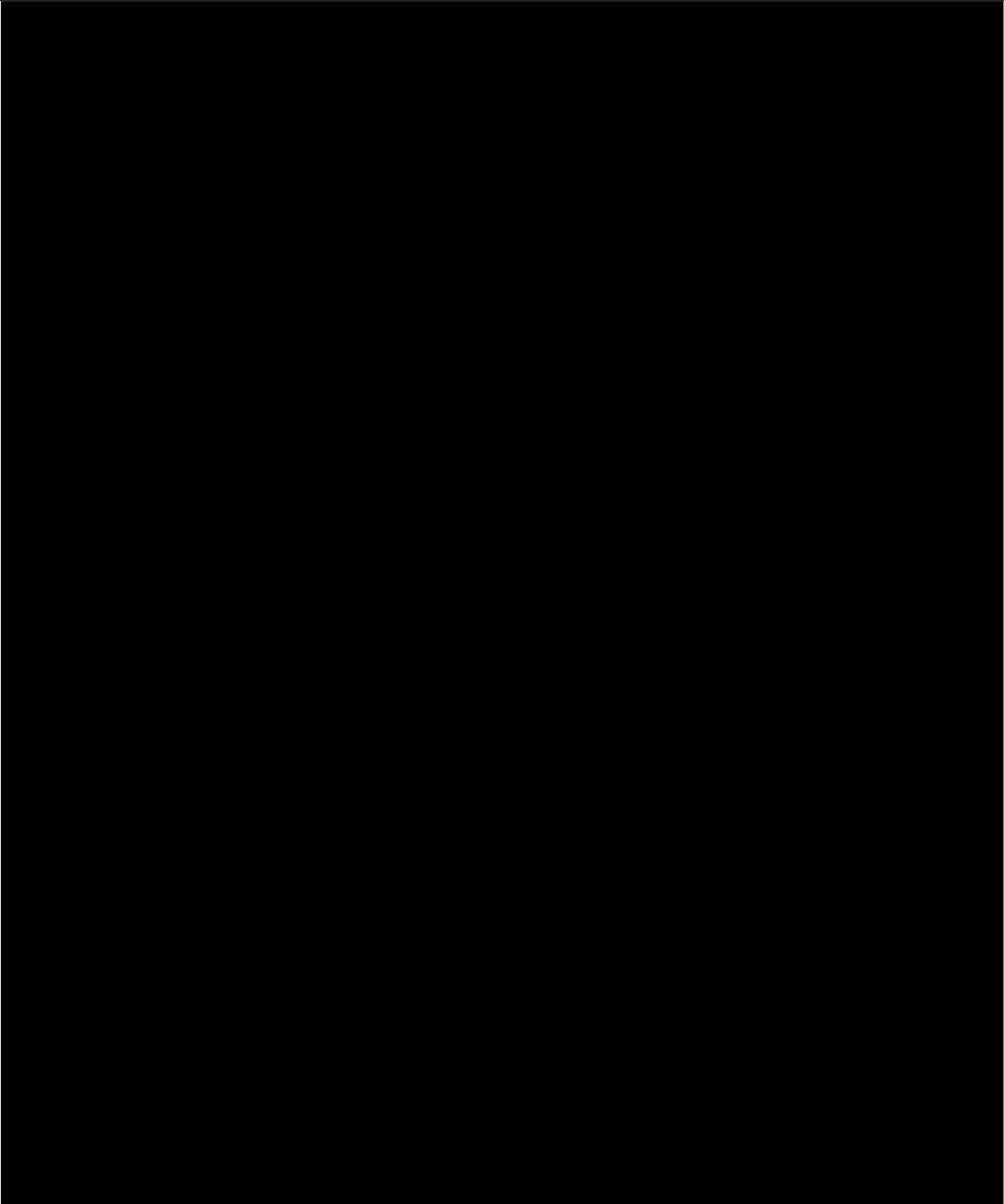
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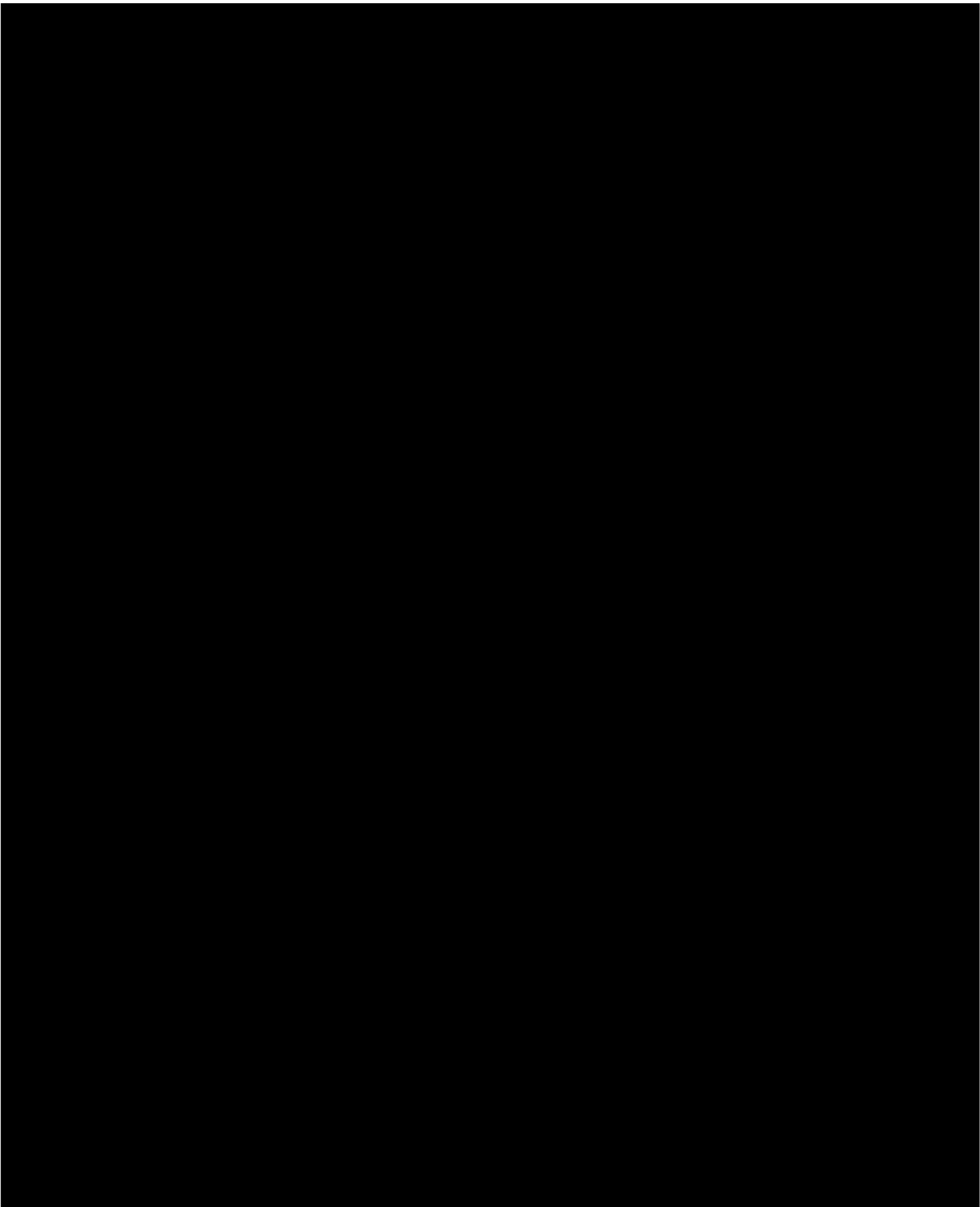
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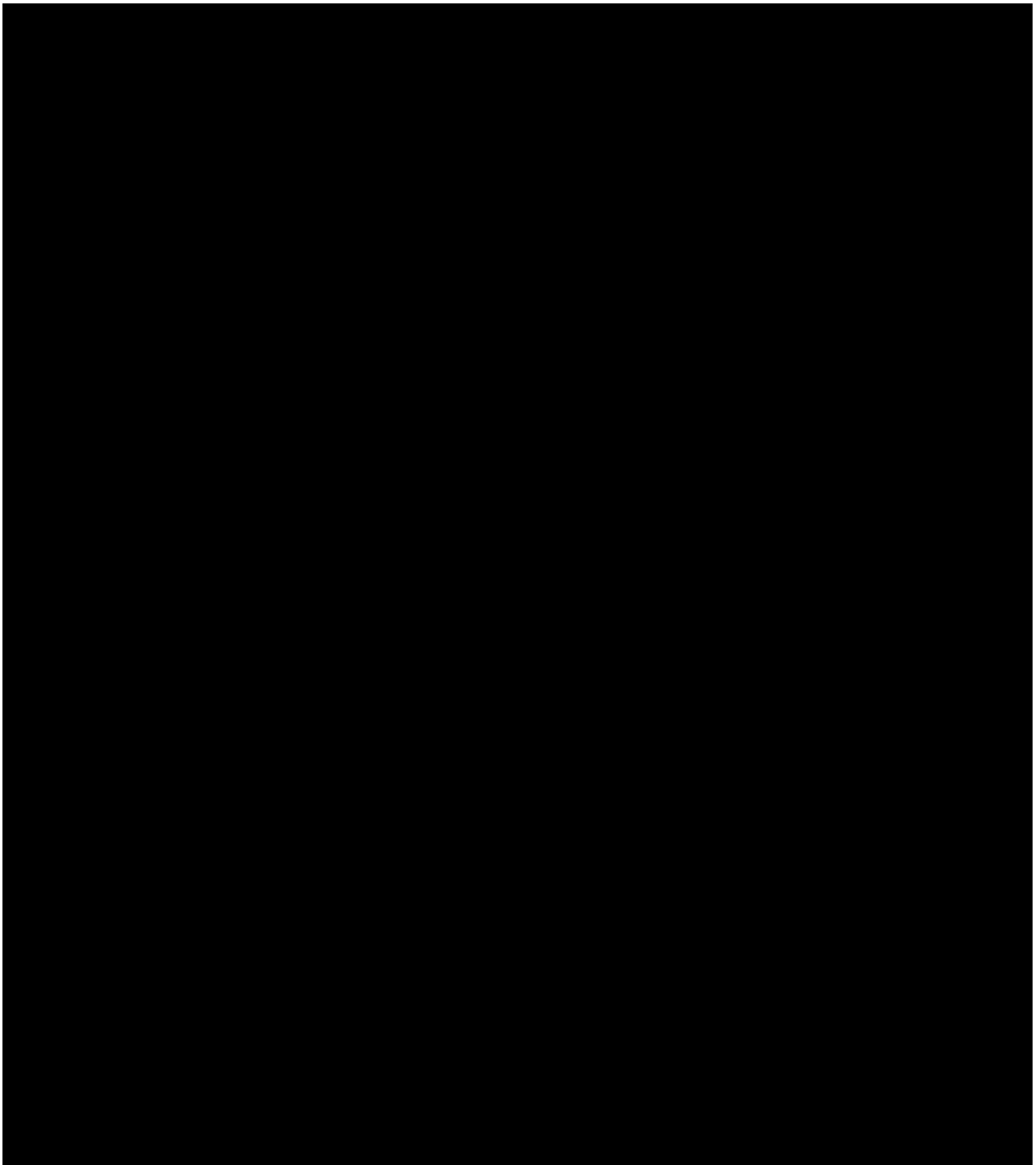
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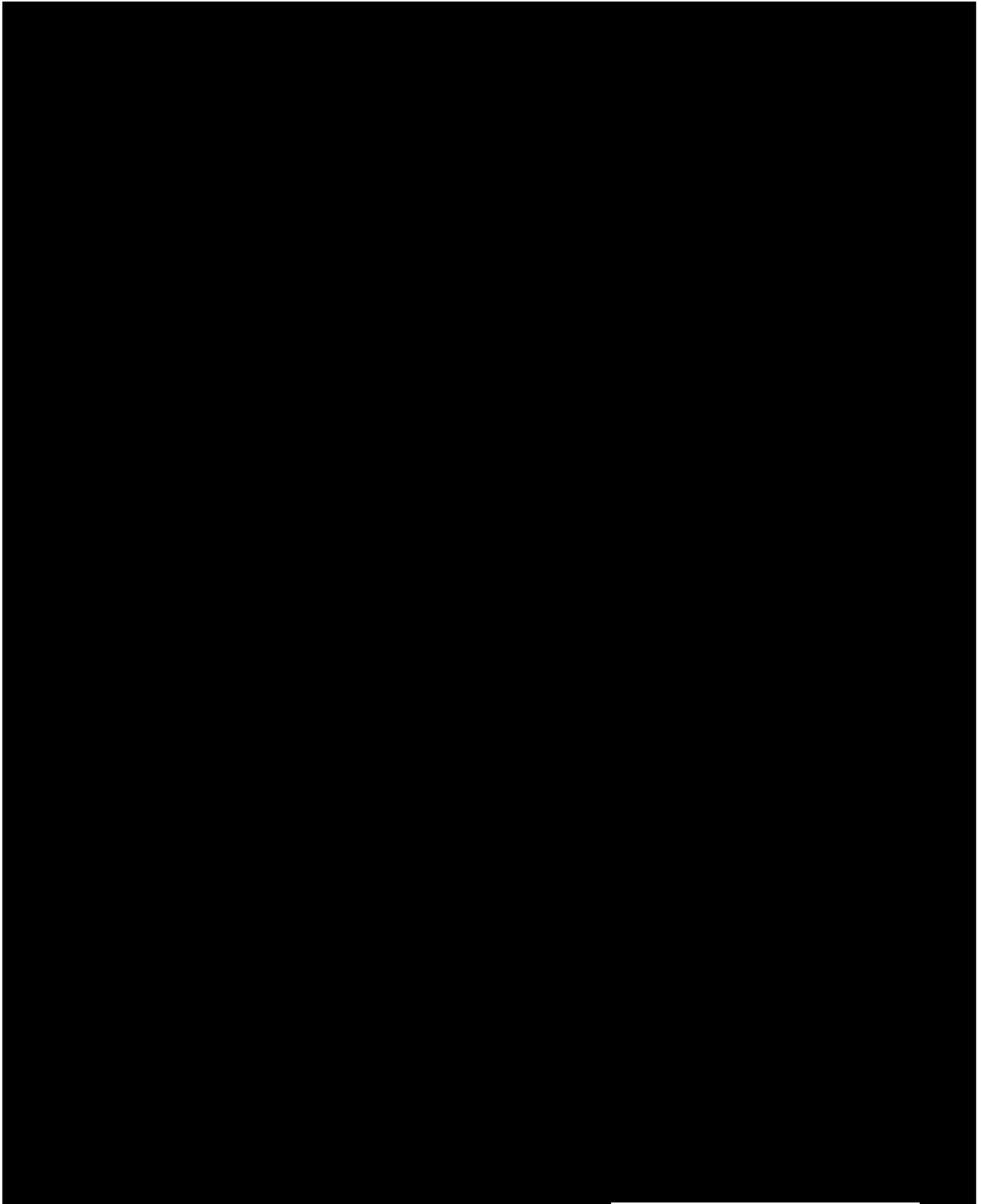
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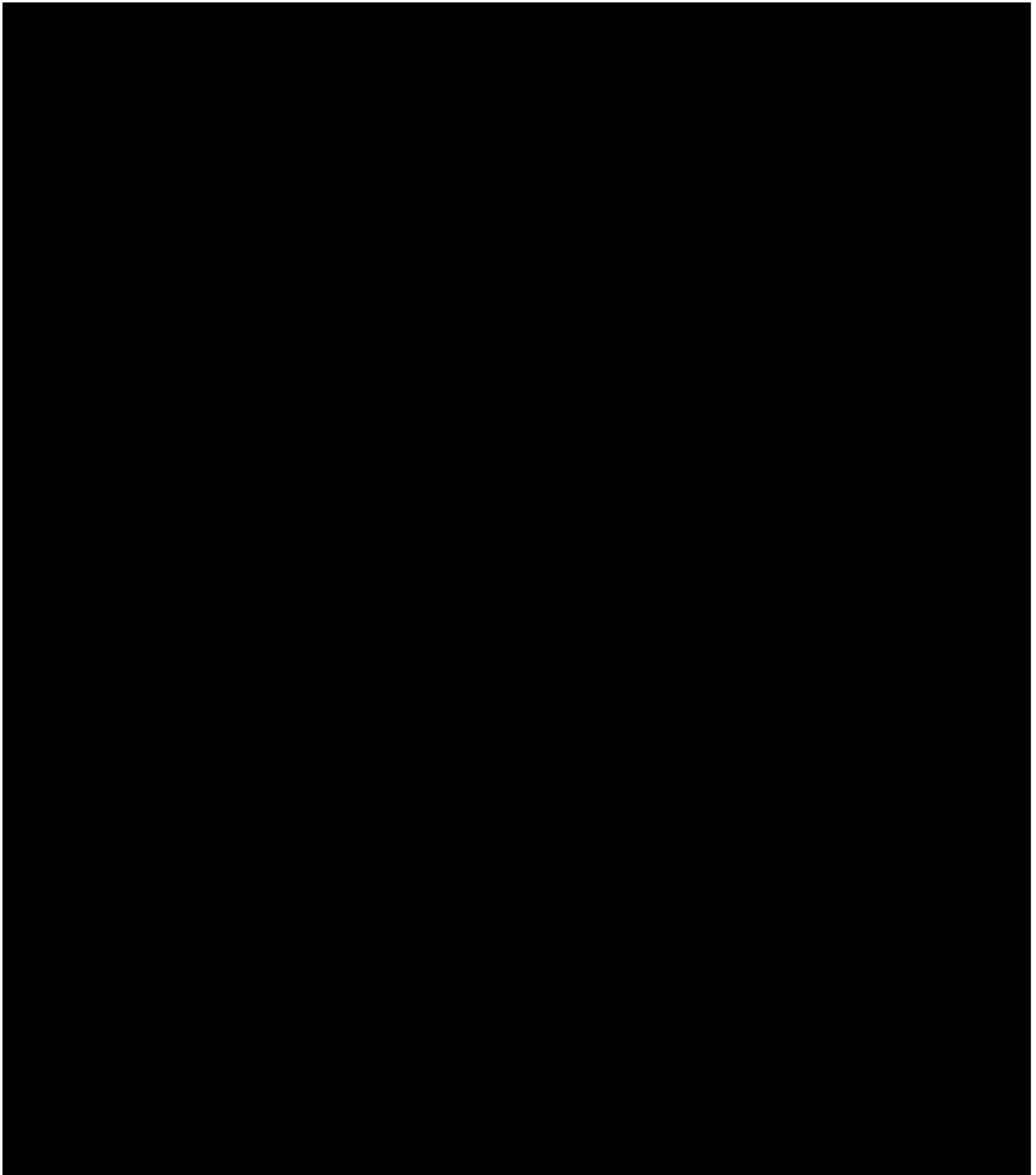
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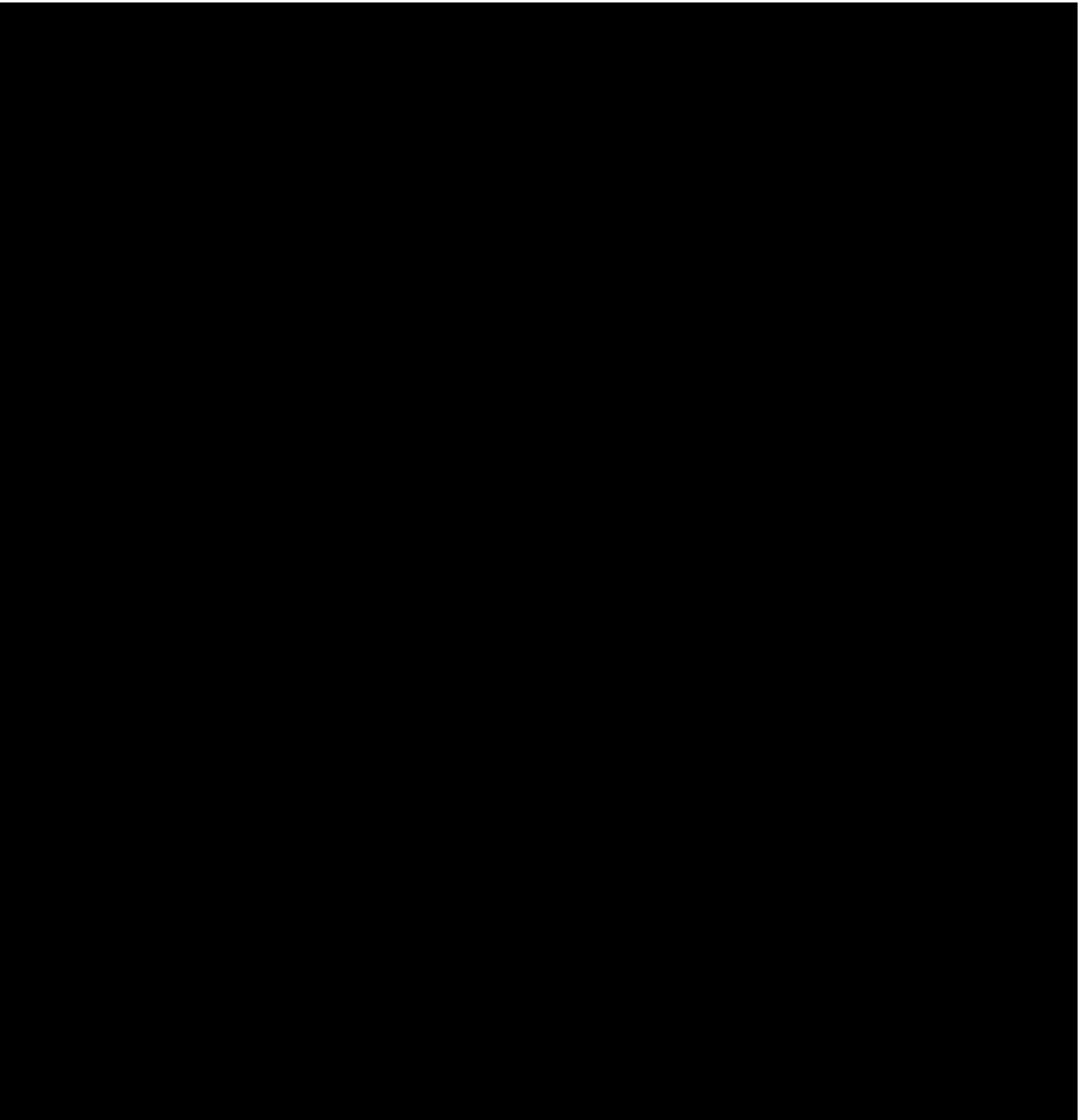
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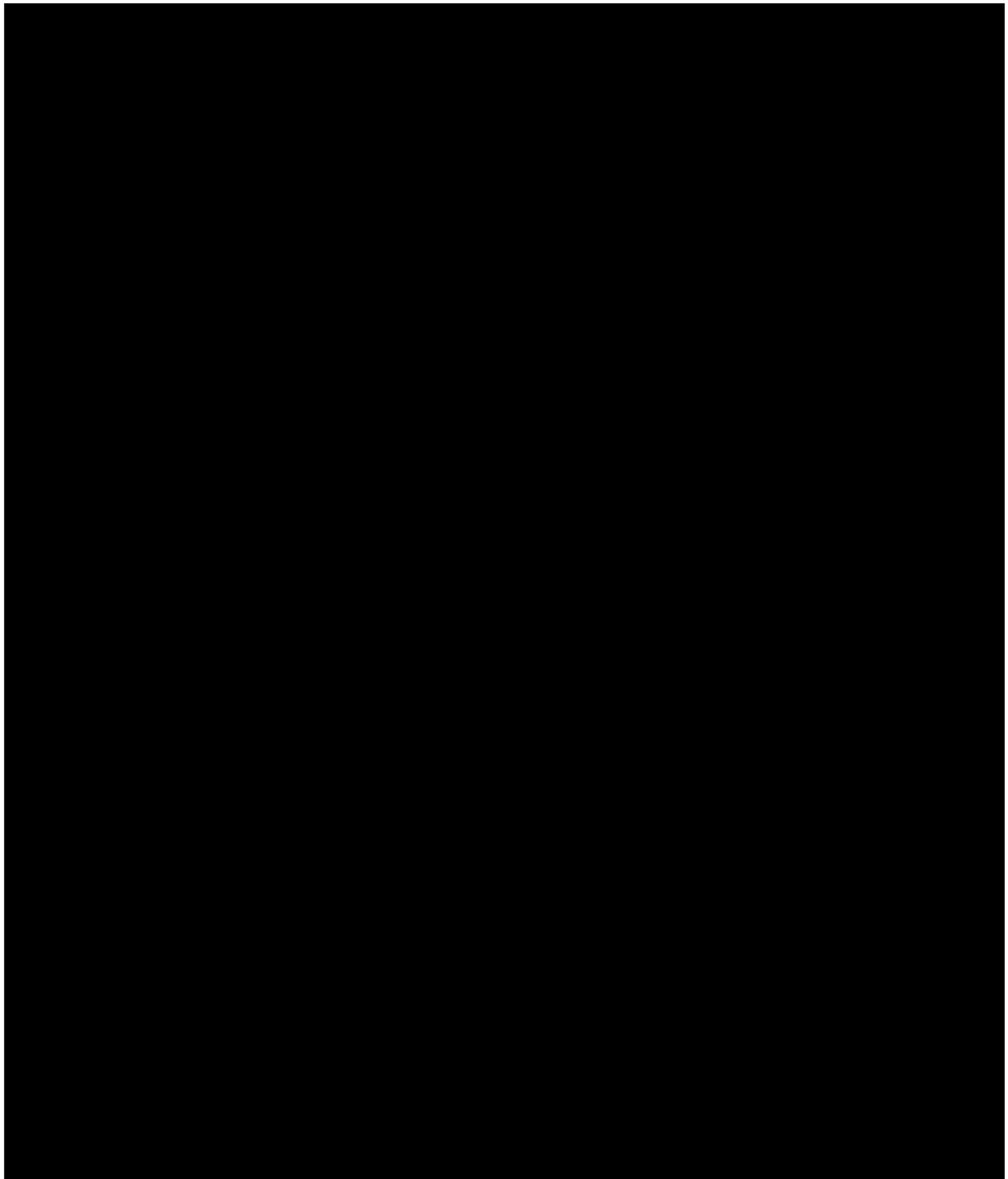
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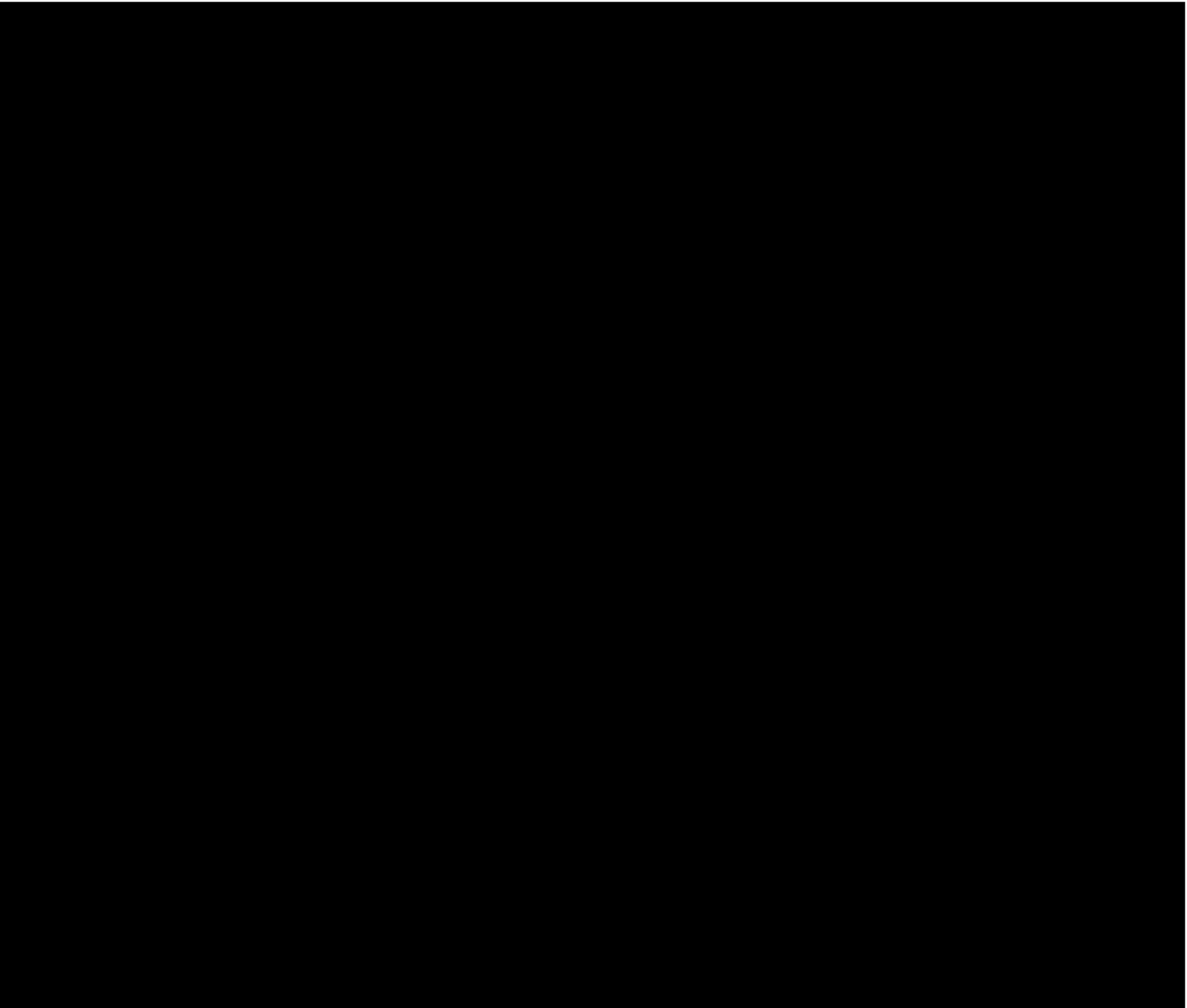
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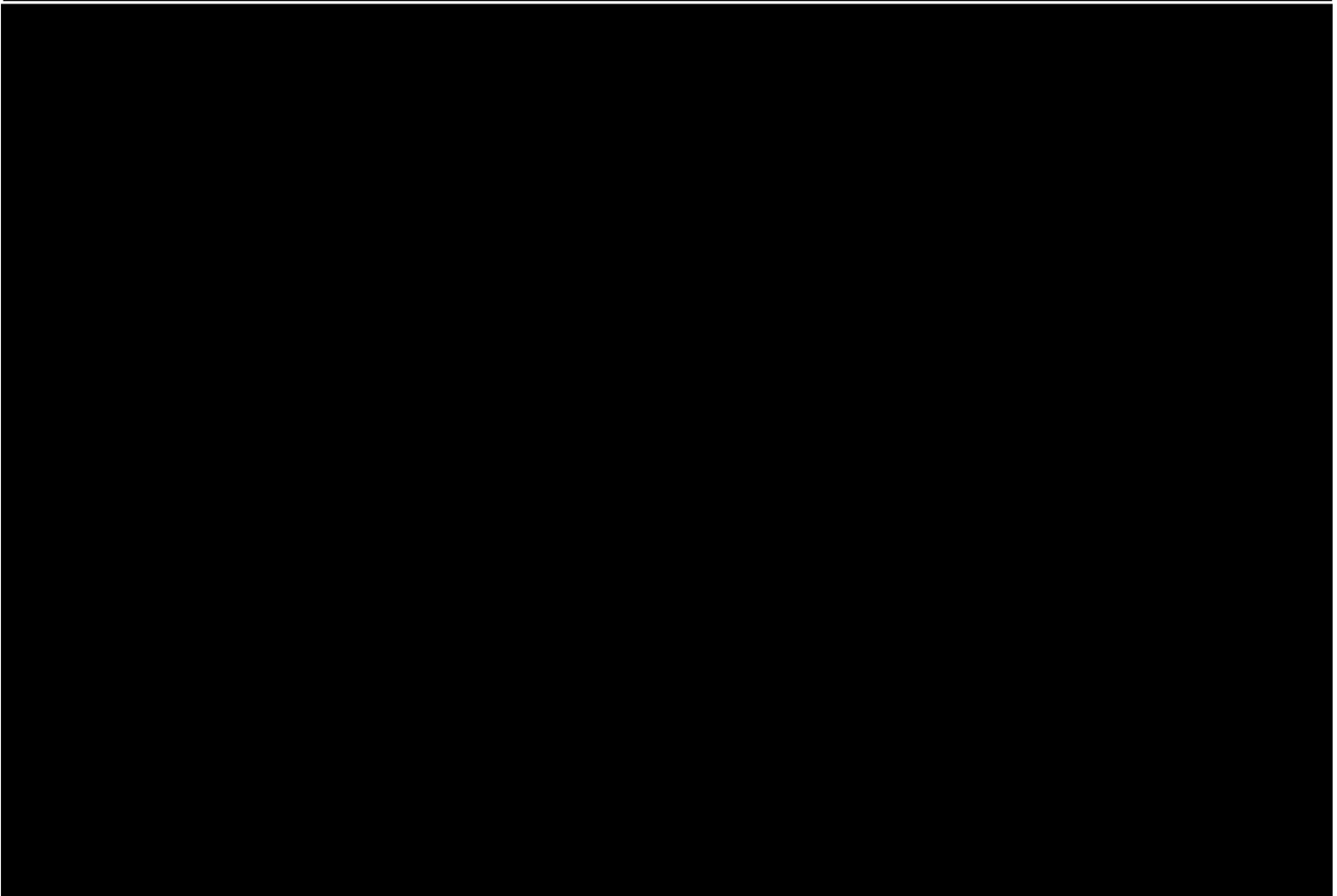
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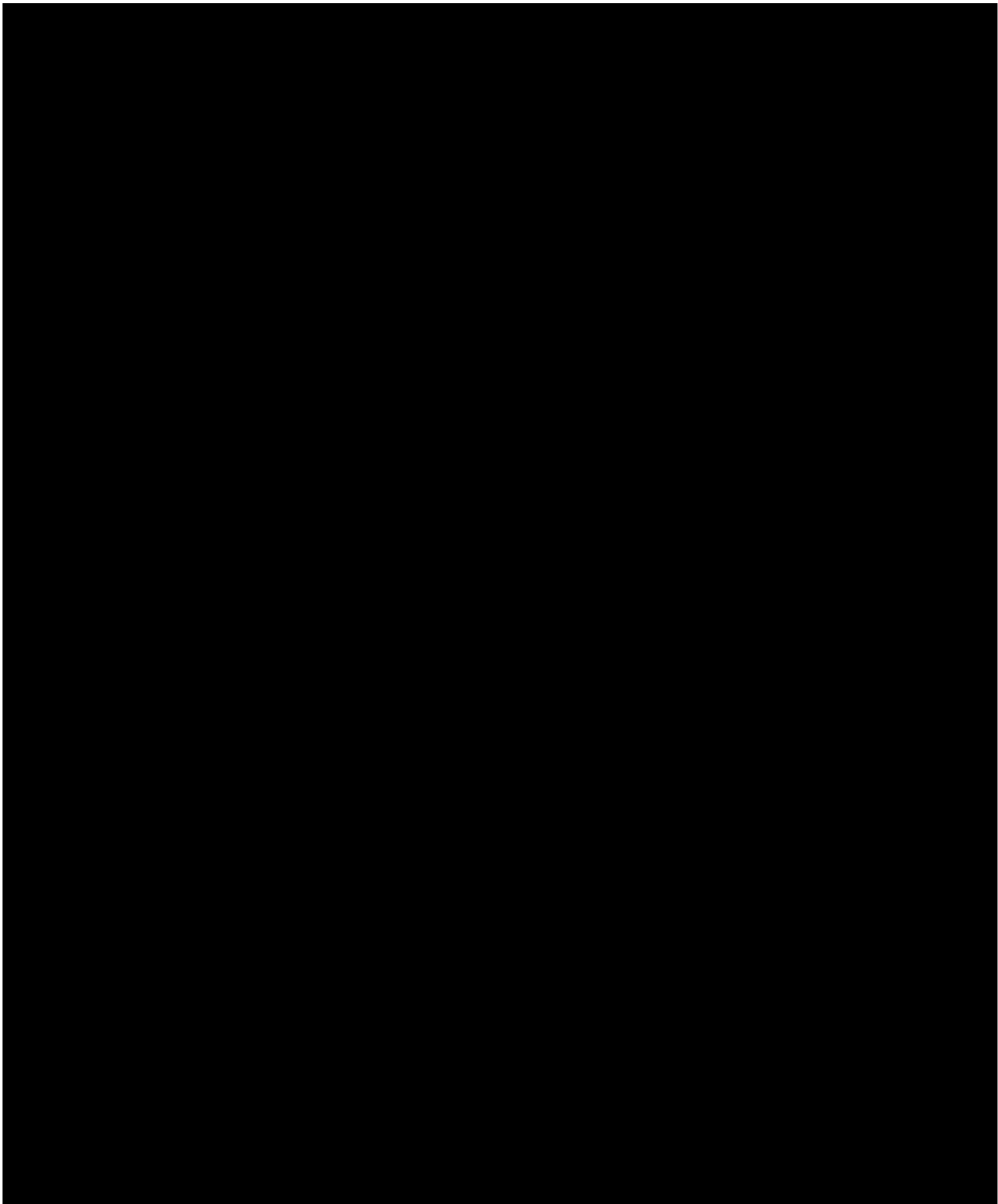
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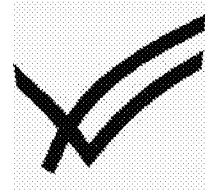
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UNITED STATES

WRAST-00004US.01	Checkmark Design	2/4/2008 77388270	2/21/2017 5146842	REGISTERED
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Goods: 25 - Clothing for non-athletic use, namely, dress shirts, T shirts, rugby shirts, polo shirts, cardigans, jerseys, dress pants, trousers, slacks, jeans, denim jeans, dressy tops, crop tops, dressy tank tops, blouses, skirts, dresses, sweaters, dressy pullovers, parkas, capes, jackets, coats, blazers, suits, turtlenecks, swimwear, caps, scarves, belts, neckwear, neckties and ties.

WRAST-00001US.02	WILLIAM RAST	5/31/2005 78977897	5/29/2007 3248653	REGISTERED
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Goods: 25 - Clothing, namely, shirts, T-shirts, polo shirts, pants, jeans, denim jeans, tops, tank tops, sweat shirts, sweaters, jackets, coats, blazers, caps and hats

WRAST-00001US.03	WILLIAM RAST	10/31/2012 85768606	9/6/2016 5036746	REGISTERED
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Goods: 25 - Clothing, namely, footwear, swimwear, shorts, dresses, socks, belts, suspenders, scarves, ties and neckwear

WRAST-00001US.01	WILLIAM RAST	10/31/2012 85768602	9/6/2016 5036745	REGISTERED
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Goods: 18 - Backpacks, briefcases; attaché cases; book bags; shoulder bags; tote bags and wallets

END OF REPORT

TOTAL ITEMS SELECTED = 47