

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698722

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Landau Uniforms, Incorporated		11/01/2021	Corporation: TENNESSEE

RECEIVING PARTY DATA

Name:	Landau Apparel, LLC
Street Address:	301 Commerce Street, Suite 1600
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76102
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	4862239	LYNX
Registration Number:	3989780	LANDAU MADE BETTER
Registration Number:	2544433	SCRUB ZONE
Registration Number:	4205088	SMITTEN
Registration Number:	5040509	GREET BY CHEFWEAR
Registration Number:	5188969	VERSATEC
Registration Number:	1772431	THE LOOK THAT COOKS
Registration Number:	4350002	
Registration Number:	2754130	CHEFWRAP
Registration Number:	4598035	URBANE PERFORMANCE
Registration Number:	2897130	CHEFWEAR
Registration Number:	5683512	
Registration Number:	5694565	BARWEAR BY CHEFWEAR
Registration Number:	1345902	LANDAU
Registration Number:	5913683	URBANE
Registration Number:	5936157	PWRCOR
Registration Number:	3048146	URBANE SCRUBS
Registration Number:	3052900	LANDAU
Registration Number:	6400423	LANDAU CAREFLEX

TRADEMARK

REEL: 007545 FRAME: 0750

900666488

CH \$590.00 4862239

Property Type	Number	Word Mark
Registration Number:	6400424	URBANE ICON
Registration Number:	3267061	U URBANE
Registration Number:	3270833	ID BY LANDAU
Registration Number:	2308716	CHEFWEAR

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: 3127018637
Email: IPDocket@mayerbrown.com
Correspondent Name: William R. Siegel, Mayer Brown LLP
Address Line 1: P.O. BOX 2828
Address Line 4: CHICAGO, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	21698897
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	12/30/2021

Total Attachments: 7

source=Lynx - IP Assignment (Executed)#page1.tif
source=Lynx - IP Assignment (Executed)#page2.tif
source=Lynx - IP Assignment (Executed)#page3.tif
source=Lynx - IP Assignment (Executed)#page4.tif
source=Lynx - IP Assignment (Executed)#page5.tif
source=Lynx - IP Assignment (Executed)#page6.tif
source=Lynx - IP Assignment (Executed)#page7.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “Assignment”) is made and entered into as of November 1, 2021, by and between Landau Uniforms, Incorporated, a Tennessee corporation (“Assignor”), and Landau Apparel, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase Agreement dated as of November 1, 2021 (the “Purchase Agreement”), pursuant to which, among other things (i) Assignor has agreed to sell to Assignee the Assets and (ii) Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to acquire from Assignor, all right, title and interest of Assignor in the Business Intellectual Property, including the Intellectual Property set forth on Schedule A attached hereto (the “Assigned Intellectual Property”); and

WHEREAS, Assignor and Assignee are executing and delivering this Assignment in connection with and as a condition to the consummation of the transactions contemplated by the Purchase Agreement and to effectuate such assignment pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein, but not otherwise defined herein, shall have the meanings ascribed thereto in the Purchase Agreement.
2. Assignment of Assigned Intellectual Property. Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, its successors and assigns, its entire right, title and interest in and to the Assigned Intellectual Property, together with all common law rights connected thereto.
3. Further Assurances. From time to time after the Closing Date, upon the reasonable request of any party, each party hereto shall execute, acknowledge and deliver all such other instruments and documents and shall take all such other actions required to consummate and make effective the transactions contemplated by this Assignment.
4. Applicable Law. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law thereof.
5. Amendments. No provision of this Assignment may be amended or modified except by an instrument or instruments in writing signed by the parties hereto.
6. Waivers. Any party may waive compliance by another with any of the provisions of this Assignment. No waiver of any provision hereof shall be construed as a waiver of any

other provision or subsequent breach. Any waiver must be in writing. The failure of any party hereto to enforce at any time any provision hereof shall not be construed to be a waiver of such provision, nor in any way to affect the validity hereof or any part hereof or the right of any party thereafter to enforce each and every such provision.

7. Assignment. None of the parties hereto may assign any of its rights or delegate any of its duties under this Assignment without the prior written consent of the other parties hereto; provided, that Assignee may in its sole discretion assign any of its rights under this Assignment (including the right to acquire the Assets) to one or more of its Affiliates upon written notice to Assignor. All of the terms and provisions of this Assignment shall be binding on, and shall inure to the benefit of, the respective legal successors and permitted assigns of the parties. No assignment by any party pursuant to this Section 7 shall relieve the assigning party of its obligations hereunder.

8. No Third Party Beneficiaries. This Assignment is solely for the benefit of the parties hereto and, except as aforesaid, the provisions contained in this Assignment are for the sole benefit of the parties hereto and their respective successors and permitted assigns and they shall not be construed as conferring and are not intended to confer any rights on any other Persons.

9. No Other Representations or Warranties. ASSIGNEE ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS, WARRANTIES, COVENANTS AND REMEDIES SET FORTH IN THE PURCHASE AGREEMENT AND SUBJECT TO THE LIMITATIONS ON SUCH REPRESENTATIONS, WARRANTIES, COVENANTS AND REMEDIES SET FORTH IN THE PURCHASE AGREEMENT, ASSIGNEE IS RELYING SOLELY UPON ITS OWN INVESTIGATION OF ASSIGNOR, THE ASSETS AND THE BUSINESS.

10. Construction; Conflict. This Assignment is made pursuant and subject to the terms, covenants and conditions of the Purchase Agreement, the terms, covenants and conditions of which are hereby incorporated by reference, and subject to the terms, covenants and conditions set forth in this Assignment. The terms of this Assignment shall not expand, limit or modify any of the provisions of the Purchase Agreement. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS, COVENANTS AND CONDITIONS OF THIS ASSIGNMENT AND THE PURCHASE AGREEMENT, THE TERMS, COVENANTS AND CONDITIONS OF THE PURCHASE AGREEMENT WILL PREVAIL.

11. Counterparts. This Assignment may be executed in multiple counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or other electronic transmission (including via DocuSign) shall be effective as delivery of a manually executed original counterpart of this Assignment.

12. Severability. If any provision of this Assignment is held by any court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be of no force and effect as to that jurisdiction, but the illegality, invalidity or unenforceability shall have no

effect upon and shall not impair the enforceability of any other provision of this Assignment in that or any other jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

ASSIGNOR:

LANDAU UNIFORMS, INCORPORATED

By: DocuSigned by:
Bruce Landau
7C1EFC42822744...

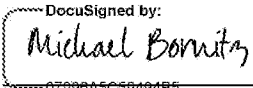
Name: Bruce Landau

Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment]

ASSIGNEE:

LANDAU APPAREL, LLC

By:  _____
07990A5C59494E5...

Name: Michael Bornitz

Title: Authorized Signatory

[Signature Page to Intellectual Property Assignment]

Schedule A

ASSIGNED INTELLECTUAL PROPERTY

See attached.

Schedule A

LANDAU UNIFORMS REGISTERED TRADEMARKS (LIVE MARKS)
Presented in Chronological Order for Upcoming Renewal Dates

TRADEMARK	REG. NUMBER	NEXT MAINT. DATE	LATEST DATE
LYNX	4862239	12/1/2021	6/1/2022
LANDAU MADE BETTER	3989780		1/5/2022
SCRUB ZONE	2544433	3/7/2022	9/6/2022
SMITTEN	4205088	9/12/2022	3/13/2023
GREET BY CHEFWEAR	5040509	9/13/2022	3/13/2023
VERSATEC	5188969	4/25/2023	10/25/2023
THE LOOK THAT COOKS	1772431	5/18/2023	11/20/2023
Heartwings (Logo)	4350002	6/12/2023	12/11/2023
CHEFWRAP	2754130	8/21/2023	2/21/2024
URBANE PERFORMANCE	4598035	9/3/2024	3/3/2025
CHEFWEAR (Logo)	2897130	10/26/2024	4/26/2025
Toque (Logo)	5683512	2/26/2025	8/26/2025
BARWEAR BY CHEFWEAR	5694565	3/12/2025	9/12/2025
LANDAU	1345902	7/2/2025	1/2/2026
URBANE	5913683	11/19/2025	5/19/2026
PWRCOR	5936157	12/17/2025	6/17/2026
URBANE SCRUBS	3048146	1/26/2026	7/24/2026
LANDAU	3052900	2/2/2026	7/31/2026
LANDAU CAREFLEX	6400423	6/29/2027	12/29/2027
URBANE ICON	6400424	6/29/2027	12/29/2027
U URBANE (Logo)	3267061	7/26/2027	1/24/2028
ID BY LANDAU	3270833	8/2/2027	1/31/2028
CHEFWEAR	2308716	1/18/2030	7/18/2030

REGISTERED COPYRIGHT

TRIBAL SPIRIT	VA1132481
---------------	-----------

Landau UniformsActive Domain Name Listing

Domain	Record Owner	Organization Name	Registrar	Date of		Receipt	Receipt Number
				Registration	Renewal Date		
landau.tech	Tim Shelton	Landau Uniforms, Inc.	Porkbun, LLC	5/23/2019	5/23/2023		1498334
barwearbychefwear.com	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	2/28/2018	1/31/2022	Yes	72723
barwearbychefwear.net	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	2/28/2018	1/31/2022	Yes	72723
barwearbychefwear.org	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	2/28/2018	1/31/2022	Yes	72723
chefware.com	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	3/6/2018	3/20/2025		
chefwear.com	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	3/6/2018	8/26/2025		
chefwearaprons.co	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	3/6/2018	3/2/2022	Yes	83237
chefwearaprons.com	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	3/6/2018	3/3/2022	Yes	83237
chefwearaprons.info	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	3/6/2018	3/3/2022	Yes	83237
chefwearaprons.net	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	3/6/2018	3/3/2022	Yes	83237
chefwearaprons.org	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	3/6/2018	3/3/2022	Yes	83237
chefwearaprons.us	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	3/6/2018	3/2/2022	Yes	83237
chefwearorganiconline.com	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	2/28/2018	2/12/2022	Yes	72723
chefwearusa.com	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	3/6/2018	12/8/2025	Yes	72723
chefwearusa.info	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	3/6/2018	3/9/2024	Yes	72723
chefwearusa.us	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	3/6/2018	2/11/2022	Yes	72723
ecofriendlychefapparel.com	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	2/28/2018	2/12/2022	Yes	72723
ecofriendlychefapparel.net	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	2/28/2018	2/12/2022	Yes	72723
ecofriendlychefapparel.org	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	2/28/2018	2/12/2022	Yes	72723
ecofriendlychefclothing.com	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	2/28/2018	2/12/2022	Yes	72723
ecofriendlychefclothing.net	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	2/28/2018	2/12/2022	Yes	72723
ecofriendlychefclothing.org	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	2/28/2018	2/12/2022	Yes	72723
ecofriendlychefuniforms.com	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	2/28/2018	2/12/2022	Yes	72723
ecofriendlychefuniforms.net	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	2/28/2018	2/12/2022	Yes	72723
ecofriendlychefuniforms.org	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	2/28/2018	2/12/2022	Yes	72723
ecofriendlychefwearonline.com	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	2/28/2018	2/12/2022	Yes	72723
idbylandau.com	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	3/13/2018	2/17/2022	Yes	81236
landau.com	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	3/16/2018	2/20/2028		
landaub2b.com	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	3/13/2018	3/9/2022	Yes	83236
landaugroups.com	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	7/9/2020	6/9/2022	Yes	83236
landaumyfit.com	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	9/30/2020	8/31/2022	Yes	85891
landau.punchout.com	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	3/13/2018	7/17/2022	Yes	83236
landauuniforms.co.uk	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	11/26/2018	10/27/2021	Yes	81236
medialathletes.com	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	6/21/2021	5/22/2022	Yes	85082
mychefwear.com	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	2/28/2018	2/18/2022	Yes	72723
organicchefwearonline.com	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	2/28/2018	2/12/2022	Yes	72723
smittenscrubs.co.uk	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	11/26/2018	10/27/2021	Yes	81236
smittenscrubs.com	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	3/12/2018	12/10/2024		
successchefwear.com	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	2/28/2018	2/13/2022	Yes	72723
urbanscrubs.co.uk	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	11/26/2018	10/27/2021	Yes	81236
urbanscrubs.com	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	3/16/2018	2/6/2022		
urbanscrubs.net	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	3/16/2018	10/7/2021	Yes	86451
yourchefwear.com	Tim Shelton	Landau Uniforms, Inc.	eNom, LLC / PeoplesHost	2/28/2018	2/18/2022	Yes	72723
amazingscrubs.com	Tim Shelton	Landau Uniforms, Inc.	Namecheap	6/8/2020	12/29/2023		77704811
landaubrandnews.com	Paula Willingham	Landau Uniforms, Inc.	GoDaddy.com, LLC	4/1/2020	4/1/2022		1660841992

TRADEMARK

RECORDED: 12/30/2021

REEL: 007545 FRAME: 0758