

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706614

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
5th & Ocean Clothing, LLC		12/29/2021	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	NEW ERA CAP, LLC		
Street Address:	160 DELAWARE AVENUE		
City:	BUFFALO		
State/Country:	NEW YORK		
Postal Code:	14202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5276207	5TH & OCEAN	
Registration Number:	4453634	5TH & OCEAN	
Registration Number:	3346296	CAMPUS LIFESTYLE	
Registration Number:	3535586	PERFORMANCE ATHLETIC	
CORRESPONDENCE DATA			
Fax Number:	6462187665		
<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:	6462187605		
Email:	nfriedma@hodgsonruss.com		
Correspondent Name:	Neil B Friedman		
Address Line 1:	605 Third Avenue, Suite 2300		
Address Line 4:	New York, NEW YORK 10158		
ATTORNEY DOCKET NUMBER:	1472 Project Paper		
NAME OF SUBMITTER:	Neil B Friedman		
SIGNATURE:	/Neil B Friedman/		
DATE SIGNED:	02/04/2022		
Total Attachments: 3			
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ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (this “*Assignment*”), is made as of December 29, 2021 (the “*Effective Date*”), by and between 5th & Ocean Clothing, LLC, a limited liability company incorporated under the laws of the State of New York, with a place of business at 160 Delaware Avenue, Buffalo, New York 14202 (“*Assignor*”), and New Era Cap, LLC, a limited liability company incorporated under the laws of the State of Delaware, with a place of business at 160 Delaware Avenue, Buffalo, New York 14202 (“*Assignee*”, and collectively with the Assignor, the “*Parties*”).

WHEREAS, Assignor desires to transfer and assign to Assignee all of Assignor’s right, title and interest in and to the following: (i) Assignor’s trademark, service mark, and registration, and the goodwill associated with the marks listed on Exhibit A, and (ii) and the right to sue for past, present and future infringement, dilution and damages therefor (all as presently existing or hereafter arising or acquired (collectively, the “*Trademark Rights*”).

WHEREAS, Assignee has requested that Assignor execute an assignment suitable for recording that Assignee is the successor-in-interest of the entire right, title and interest in and to the Trademark Rights;

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Trademark Rights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Assignor hereby assigns and transfers to Assignee, all of Assignor’s right, title, and interest in the Trademark Rights and the associated goodwill related thereto. All rights and privileges associated with the Trademark Rights, including the right to sue for and recover all damages from any past or future infringements or other violations of the Trademark Rights, will be held and enjoyed by Assignee.

2. The Parties hereto agree that, at any time and from time to time upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other party in order to effect the purposes of this agreement.

3. This Assignment may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. The Parties authorize one another to detach and combine original signature pages and consolidate them into a single identical original, and any one of such completely executed counterparts will be sufficient proof of this Assignment. Any photographic, photocopy, or similar reproduction copy of this Assignment, or any PDF file of this Assignment, or any copy of this Assignment sent by facsimile transmission, in each case with all signatures reproduced on one or more sets of signature pages, will be considered for all purposes as if it were a manually-executed counterpart of this Assignment.

4. The term "including" and its variants do not imply any limitation.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Trademark as of the Effective Date above.

5th & Ocean Clothing, LLC

By: *Lorrie K. Turner*

Name: Lorrie K. Turner

Title: Chief Legal Officer &
Corporate Secretary

New Era Cap, LLC

By: *Lorrie K. Turner*

Name: Lorrie K. Turner

Title: Chief Legal Officer &
Corporate Secretary