

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM707393

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Aero AG Holdings, LLC		01/18/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Aero IP Holdings LLC		
<b>Street Address:</b>	1400 Broadway, Floor 18		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2737666	A	
<b>Registration Number:</b>	2836671	AEROSOLE	
<b>Registration Number:</b>	2190880	AEROSOLE	
<b>Registration Number:</b>	5199292	AEROSOLE	
<b>Registration Number:</b>	1756927	AEROSOLE	
<b>Registration Number:</b>	2648060	AEROSOLE	
<b>Registration Number:</b>	5012578	FASHION THAT FEELS GOOD	
<b>Registration Number:</b>	1953875		
<b>Registration Number:</b>	3225746	STITCH N TURN	
<b>Registration Number:</b>	3225747	STITCH N TURN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028576395		
<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>			
<b>Phone:</b>	2028576000		
<b>Email:</b>	tmdocket@arentfox.com		
<b>Correspondent Name:</b>	ARENT FOX LLP		
<b>Address Line 1:</b>	1717 K Street NW		
<b>Address Line 2:</b>	attn: Richard LaCava		

OP \$265.00 2737666

<b>Address Line 4:</b>	Washington, D.C. 20006
<b>ATTORNEY DOCKET NUMBER:</b>	040691.00000
<b>NAME OF SUBMITTER:</b>	Richard LaCava
<b>SIGNATURE:</b>	/Richard LaCava/
<b>DATE SIGNED:</b>	02/09/2022
<b>Total Attachments: 7</b> source=Aero AG Holdings, LLC - Trademark Assignment Agreement [Executed and Dated]_Redacted#page1.tif source=Aero AG Holdings, LLC - Trademark Assignment Agreement [Executed and Dated]_Redacted#page2.tif source=Aero AG Holdings, LLC - Trademark Assignment Agreement [Executed and Dated]_Redacted#page3.tif source=Aero AG Holdings, LLC - Trademark Assignment Agreement [Executed and Dated]_Redacted#page4.tif source=Aero AG Holdings, LLC - Trademark Assignment Agreement [Executed and Dated]_Redacted#page5.tif source=Aero AG Holdings, LLC - Trademark Assignment Agreement [Executed and Dated]_Redacted#page6.tif source=Aero AG Holdings, LLC - Trademark Assignment Agreement [Executed and Dated]_Redacted#page7.tif	

**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (“Agreement”), dated as of January 18, 2022 (the “Effective Date”), is between AERO AG HOLDINGS, LLC, a Delaware limited liability company (“Assignor”), and AERO IP HOLDINGS LLC, a New York limited liability company (“Assignee”).

**WHEREAS**, Assignor is the owner of all rights, title, and interest in and to the trademarks, trademark applications and trademark registrations listed on Schedule A hereto, and the goodwill symbolized thereby (collectively, the “Trademarks”);

**WHEREAS**, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of January 18, 2022, and an Assignment and Assumption Agreement, dated as of January 18, 2022 (collectively, the “Underlying Agreements”), pertaining to the sale of certain assets owned by Assignor, pursuant to which, on the terms and subject to the conditions set forth in the Underlying Agreements, Assignor has sold, assigned, transferred, and conveyed to Assignee, and Assignee has purchased, acquired, and accepted from Assignor, all of Assignor’s rights, title and interest in and to certain assets, including the Trademarks; and

**WHEREAS**, Assignor and Assignee now desire to enter into this Agreement to confirm and document the sale, assignment, transfer, conveyance, and delivery to Assignee of all of Assignor’s right, title and interest in and to the Trademarks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby confirms that, as of the Effective Date, Assignor has irrevocably sold, assigned, transferred, and conveyed to Assignee, and Assignee hereby confirms that it has accepted the sale, assignment, transfer, and conveyance of, all of Assignor’s rights, title and interests in and to the Trademarks, including the goodwill associated therewith and which is symbolized thereby, and, all of Assignor’s rights, title, and interests appurtenant thereto; all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing.

2. Additional Documents. 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 this Agreement upon request by Assignee. Subject to the terms and conditions of this Agreement and the Underlying Agreements, from and after the Effective Date, each party will execute and deliver all such documents and instruments, and will take all such further actions, as may be reasonably necessary to consummate the transaction contemplated by this Agreement.

3. No Conflicts. This Agreement is executed and delivered in connection with the consummation of the transactions contemplated by the Underlying Agreements. Nothing contained in this Agreement is intended to or shall be deemed to modify, expand, alter, amend, or otherwise change any of the rights or obligations of Assignee and Assignor under the Underlying

Agreements. In the event of any conflict or inconsistency between the terms of the Underlying Agreements and the terms hereof, the terms of the Underlying Agreements shall govern. This Agreement shall not be deemed in any way to amend or otherwise modify the Underlying Agreements.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of New York, without regard to the conflicts of law rules of such state.

5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

ASSIGNOR:

AERO AG HOLDINGS, LLC

By: Alison L. Bergen  
Name: Alison Bergen  
Title: Chief Executive Officer

ACKNOWLEDGMENT

STATE OF New York )  
 ) SS.  
COUNTY OF Suffolk )

On the 16 day of January, 2022, before me personally Alison Bergen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that she executed the same in her authorized capacity as the Chief Executive Officer of Aero AG Holdings, LLC, the Delaware limited liability company described, and acknowledged the instrument to be her free act and deed/the free act and deed of Aero AG Holdings, LLC for the uses and purposes mentioned in the instrument.

Laura A. David  
Notary Public  
Printed Name: Laura A. David

My Commission Expires: April 8 2023

**LAURA A. DAVID**  
Notary Public, State of New York  
No. 01DA6057181  
Qualified in Suffolk County 2023  
Commission Expires April 8, 2018

*Signature Page to Trademark Assignment Agreement*

**ASSIGNEE:**

**AERO IP HOLDINGS LLC**

By:   
Name: Ouni Mamrout  
Title: Manager











































*Signature Page to Trademark Assignment Agreement*

**TRADEMARK  
REEL: 007629 FRAME: 0690**

SCHEDULE A

Trademarks

Country	Mark	Status	Application No.	Application Date	Reg. Number	Reg. Date	Class(es)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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United States	A (Stylized)	Registered	76/154574	10/27/2000	2737666	07/15/2003	25
United States	AEROSOLES	Registered	78/263253	06/17/2003	2836671	04/27/2004	01, 03, 25, 35
United States	AEROSOLES	Registered	75/341964	08/15/1997	2190880	09/22/1998	18
United States	AEROSOLES	Registered	87/188195	09/29/2016	5199292	05/09/2017	25
United States	AEROSOLES & Design	Registered	74/103178	10/04/1990	1756927	03/09/1993	25
United States	AEROSOLES (Stylized)	Registered	76/081647	06/29/2000	2648060	11/12/2002	03, 25, 35
United States	FASHION THAT FEELS GOOD	Registered	86/852523	12/17/2015	5012578	08/02/2016	25



United States	Shoe Sole Design	Registered	74/116881	11/19/1990	1953875	02/06/1996	25
United States	STITCH N TURN	Registered	78/601136	04/04/2005	3225746	04/03/2007	25
United States	STITCH N TURN (HORIZONTAL)	Registered	78/601366	04/04/2005	3225747	04/03/2007	25
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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