

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM720870

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900671629

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Oleg Cassini, Inc.		10/19/2021	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	David's Bridal, LLC
Street Address:	1001 WASHINGTON STREET
City:	CONSHOHOCKEN
State/Country:	PENNSYLVANIA
Postal Code:	19428
Entity Type:	Limited Liability Company: FLORIDA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	0650952	OLEG CASSINI
Registration Number:	0887533	OLEG CASSINI
Registration Number:	0657489	OLEG CASSINI
Registration Number:	3426107	CASSINI
Registration Number:	3491539	OLEG CASSINI
Registration Number:	1589618	OC
Registration Number:	2701647	BLACK TIE OLEG CASSINI
Registration Number:	4198866	ICON OLEG CASSINI
Registration Number:	1549157	OC
Registration Number:	1601768	CASSINI
Registration Number:	5200809	VIAGGIO CASSINI
Registration Number:	3943234	OLEG CASSINI
Registration Number:	3873527	OLEG CASSINI

CORRESPONDENCE DATA

Fax Number: 3129668538

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: 3128364178

Email:	sf-ipdocket@taftlaw.com
Correspondent Name:	Joseph F. Schmidt
Address Line 1:	111 E. Wacker Dr., Ste. 2800
Address Line 4:	Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	F31185-00001
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NAME OF SUBMITTER:	Joseph F. Schmidt
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SIGNATURE:	/Joseph F. Schmidt/
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DATE SIGNED:	04/13/2022
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Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Trademark Assignment (this “IP Assignment”) is made and entered into as of October 19, 2021, by and between Rosalia Baiamonte, Esq., as Court appointed Receiver of Oleg Cassini Inc. (“Seller”), and David’s Bridal, LLC (“Buyer”). All capitalized terms used but not defined herein have the meaning given them in the Purchase Agreement (as defined below).

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement dated as of October 19, 2021, (the “Purchase Agreement”); and

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell and assign to Buyer and Buyer has agreed to acquire all of the Intellectual Property Assets (as defined below) of Oleg Cassini Inc. (the “Company”).

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and intending to be legally bound, the parties do hereby agree as follows:

1. **Assignment.** Seller hereby conveys, transfers and assigns to Buyer free and clear of any charge, claim, equitable interest, lien, encumbrance, option, pledge, security interest, mortgage, encroachment, or restriction of any kind (each, an “Encumbrance”), all of the Company’s rights, title and interests in and to all intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the Laws (as defined in the Purchase Agreement) of any jurisdiction throughout the world, whether registered or unregistered, including any and all: (a) trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing; (b) internet domain names, web addresses, web pages, web blogs, websites and related content, social media accounts and the content found thereon and related thereto, and URLs; (c) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration and renewals of such copyrights; (d) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential and proprietary information and all rights therein; (e) patents, patent applications and other patent rights; (f) software and firmware, including data files, source code, object code, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation; (g) royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing to the extent relating to the use of the Intellectual Property Assets from and after the Closing; (h) all rights to any Actions of any nature available to or being pursued by Seller to the extent related to the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive relief for infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief, and to collect, or otherwise recover, any such damages. (and/or other marks

identified on Schedule 1.1 of the Purchase Agreement, and all pending applications and registrations set forth on Schedule 1.1 therein (collectively, the “Intellectual Property Assets”). To the extent any Intellectual Property Assets of the Company are discovered or otherwise found following the Closing, Seller or the Company shall convey, assign, transfer and deliver the same to Buyer at no additional cost to Buyer (other than Buyer’s payment to any third parties or regulatory entities for any actual costs associated with such conveyance, assignment or transfer). Seller or Company shall also execute any other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this provision of the Agreement.

2. **Recordation.** The Commissioner for Trademarks and any other national, federal state and/or foreign government official is authorized to record and register this IP Assignment upon request by Buyer.

3. **Cooperation and Further Assurances.** Seller hereby covenants and agrees to reasonably cooperate and assist Buyer, at Buyer’s expense and upon Buyer’s written request, in preserving Buyer’s interest in the Intellectual Property Assets in any jurisdiction throughout the world, by executing any documentation reasonably necessary to obtain, maintain, protect, confirm or enforce any rights associated therewith or record any interest granted to Buyer under this IP Assignment in any jurisdiction, so that Buyer may enjoy to the fullest extent the rights, title and interest herein conveyed.

4. **Miscellaneous.**

(a) This IP Assignment has been executed to implement the Purchase Agreement and nothing contained herein shall be deemed or construed to impair or alter any of the provisions of the Purchase Agreement.

(b) This IP Assignment may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(c) This IP Assignment shall be interpreted and construed in accordance with the laws of the State of New York. Any and all claims, controversies, and causes of action arising out of or relating to this Trademark Assignment, whether sounding in contract, tort, or statute, shall be governed by the laws of the State of New York, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction. Each of the parties hereto hereby irrevocably submits to the exclusive jurisdiction of the Surrogate’s Court in Nassau County, State of New York (and to the extent that the Surrogate’s Court in Nassau County does not have subject matter jurisdiction, the jurisdiction of the courts of the state the State of New York, County of Nassau) for the purpose of any action or proceeding arising out of or relating to this Trademark Assignment and each of the parties hereby irrevocably agrees that all claims with respect to such actions or proceedings may be heard and determined exclusively in such courts.

(d) This IP Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same

instrument. Counterparts of this IP Assignment (or applicable signature pages hereof) that are manually signed and delivered by facsimile or .pdf transmission shall be deemed to constitute signed original counterparts hereof and shall bind the parties signing and delivering in such manner.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed or caused this Trademark Assignment to be executed as of the date first written above.

Buyer:

DAVID'S BRIDAL, LLC

By: 

Name: Charles Lockyer

Title: Chief Financial Officer

Seller:

ROSALIA BAIAMONTE, ESQ. as Court
appointed Receiver for Oleg Cassini, Inc.

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, the parties have executed or caused this Trademark Assignment to be executed as of the date first written above.

Buyer:

DAVID'S BRIDAL, LLC

By: _____

Name: _____

Title: _____

Seller:



ROSALIA BALAMONTE, ESQ. as Court
appointed Receiver for Oleg Cassini, Inc.

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

SCHEDULE OF U.S. REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
OLEG CASSINI	650,952	8/27/1957
OLEG CASSINI	887,533	3/10/1970
OLEG CASSINI	657,489	1/21/1958
CASSINI	3,426,107	5/13/2008
OLEG CASSINI	3,491,539	8/26/2008
OC	1,589,618	4/3/1990
BLACK TIE OLEG CASSINI	2,701,647	4/1/2003
ICON OLEG CASSINI	4,198,866	8/28/2012
OC	1,549,157	7/25/1989
CASSINI	1,601,768	6/19/1990
VIAGGIO CASSINI	5,200,809	5/9/2017
OLEG CASSINI	3,943,234	4/12/2011
OLEG CASSINI	3,873,527	11/9/2010