

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732342

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XCEL BRANDS, INC.		05/31/2022	Corporation: DELAWARE
IM BRANDS, LLC		05/31/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	IM TOPCO, LLC		
Street Address:	1333 Broadway		
Internal Address:	10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	4502577	FABULOUS ISAAC MIZRAHI	
Registration Number:	3293902	ISAAC MIZRAHI	
Registration Number:	3293901	ISAAC MIZRAHI	
Registration Number:	4978256	ISAAC MIZRAHI	
Registration Number:	3942020	ISAAC MIZRAHI	
Registration Number:	3938988	ISAAC MIZRAHI	
Registration Number:	4276052	ISAAC MIZRAHI	
Registration Number:	2150771	ISAAC MIZRAHI	
Registration Number:	4769284	ISAAC MIZRAHI	
Registration Number:	5332339	ISAAC MIZRAHI CRAFT	
Registration Number:	4448362	ISAAC MIZRAHI NEW YORK	
Serial Number:	97215794	ISAAC MIZRAHI LIVE	
Registration Number:	3935410	ISAACMIZRAHILIVE	
Registration Number:	4370592	ISAACMIZRAHILIVE	
Registration Number:	4079210	ISAACMIZRAHILIVE	
Registration Number:	4079221	ISAACMIZRAHILIVE	
Registration Number:	4937287	TRUE ISAAC MIZRAHI	

OP \$815.00 4502577

Property Type	Number	Word Mark
Registration Number:	4463250	I
Registration Number:	5075221	IMNYC
Registration Number:	3354162	
Registration Number:	3931846	
Serial Number:	88933765	I
Serial Number:	90785995	IM
Serial Number:	90372654	IM
Serial Number:	88463677	IMNYC
Serial Number:	88860609	ISAAC MIZRAHI
Serial Number:	97207713	ISAAC MIZRAHI
Serial Number:	90196342	ISAAC MIZRAHI JEANS
Serial Number:	88914881	ISAAC MIZRAHI NEW YORK
Serial Number:	97280005	MAGNIFISOLES
Serial Number:	88510379	
Serial Number:	97115523	HEALTHY GLAMOUR

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	135944-00119
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	06/03/2022

Total Attachments: 9

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ASSIGNMENT OF MARKS AND ANCILLARY IP ASSETS

This ASSIGNMENT OF MARKS (this “Assignment”), dated as of May 31, 2022 (the “Effective Date”) is between XCEL BRANDS, INC., a Delaware corporation, and IM BRANDS, LLC, a Delaware limited liability company (each, together with its and their successors and assigns, an “Assignor,” and, collectively, the “Assignors”), on the one hand, and IM TOPCO, LLC, a Delaware limited liability company (“Assignee”), on the other, and is entered into in connection with that certain Membership Interest Purchase Agreement, dated as of May 27, 2022, among Assignors, Assignee and IMWHP, LLC (the “Purchase Agreement”).

BACKGROUND

- A. Assignors, either separately or jointly, own all rights in the Assigned IP;
- B. Assignors and Assignee are parties to the Purchase Agreement, pursuant to which Assignors have agreed to execute and deliver this Assignment, pursuant to which Assignors shall assign all of their rights in the Assigned IP, to the extent that each has any, to Assignee subject to the terms and conditions set forth herein;
- C. Assignors wish to assign to Assignee all rights in the Assigned IP, and Assignee wishes to acquire such rights.

AGREEMENT

Each Assignor and Assignee, in consideration of the mutual promises contained in this Assignment, and for other good and valuable consideration, including that under the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, agrees as follows:

- 1. Definitions. The following terms have the meanings set forth below in this Assignment.
 - a. Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.
 - b. “Ancillary IP Assets” means all Transferred IP other than the Marks, Domain Names and Social Medial Assets.
 - c. “Assigned IP” means (i) any and all intellectual and industrial property and proprietary rights arising or enforceable under the laws of the United States, any other jurisdiction, or any bilateral or multilateral treaty regime covering, embodied by or otherwise relating to the Trademarks and Ancillary IP Assets, including (A) all works of authorship directly related to the Trademarks and Ancillary IP Assets, in whole or in part, including copyrights in or to any logo, illustration, design, artwork and other copyrightable works (whether or not published), moral rights, and all applications, registrations, renewals and rights to prepare derivative works in connection therewith and (B) all other works of authorship, including copyrights in or to clothing designs, patterns, and other copyrightable works (whether or not published), website content, moral rights, design rights and all applications, registrations, renewals and rights to prepare derivative works in connection therewith; (C) the Marks and all other trademarks, trade names, service marks, brand names, logos, trade dress, whether

registered or unregistered, and/or marks included in the Transferred IP together with the goodwill of the business symbolized by and associated with the same; (D) all trade secrets, know-how and confidential business information; (E) all copies and tangible embodiments of the Marks and Ancillary IP Assets (in whatever form and medium); (F) any license or similar right to or from a third party in any of the foregoing; and (G) the right to sue for past, present and future infringement, dilution, misappropriation or other violation of any of the foregoing.

d. “Marks” means the trademarks, trade names, service marks, brand names, logos, trade dress, whether registered or unregistered, and/or marks included in the Transferred IP, including, without limitation, those specified in Exhibit A attached hereto, together with the applications and registrations identified therewith, and the goodwill of the business symbolized by and associated with the same, all licenses and similar contractual rights with respect to any of the foregoing granted by Assignors to any third party, 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 rights.

2. Assignment. Assignors hereby grant, convey, transfer, and assign to Assignee all of Assignors’ right, title, and interest in and to the Assigned IP including all Marks and all registrations and applications therefor, and all goodwill of the business with which the Marks are used and that is symbolized by the Marks.

3. Recordation. Each Assignor authorizes the United States Patent and Trademark Office, and any Official of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor, to record Assignee as the owner of the Assigned IP and to issue all registrations for the Assigned IP, to be in the name of Assignee, as assignee of the Assigned IP, for the sole use of Assignee in accordance with the terms of this Assignment.

4. Representations and Warranties. None of the representations, warranties, covenants, rights or remedies of any party under the Purchase Agreement shall be deemed to be abrogated, enlarged, modified or altered in any way by such execution and acceptance of this Assignment.

5. Additional Documentation. At Assignee’s reasonable expense, each Assignor agrees to promptly, upon Assignee’s request, execute documents, testify and take other acts as Assignee may deem necessary or desirable to procure, maintain, perfect, evidence and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Assigned IP and all rights assigned hereunder.

6. No Impact on Terms of the Purchase Agreement. Notwithstanding any provision to the contrary set forth herein or in the Purchase Agreement or in any document, instrument, or agreement executed in connection herewith or therewith, no provision of this Assignment in any way waives, restricts, alters, adds to, diminishes, or limits the express provisions set forth in the Purchase Agreement, with this Assignment being intended solely to effect the transfer of the Trademark Rights strictly in accordance with the terms of the Purchase Agreement. In the event

of a conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail and govern.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).


8. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile or other means of electronic transmission (i.e., PDF) shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

9. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


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IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

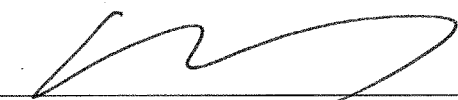
XCEL BRANDS, INC.

By: 
Name: **SETH BURROUGHS**
Title: **EVP**

IM BRANDS, LLC

By: 
Name: **SETH BURROUGHS**
Title: **EVP**

IM TOPCO, LLC

By: 
Name: **SETH BURROUGHS**
Title: **EVP**

[Signature Page to Assignment of Marks]

Exhibit A

Mark	Country	Registration No. (Application No.)	Registration Date (Application Date)	Current Owner	Status
FABULOUS ISAAC MIZRAHI	United States of America	4,502,577	03/25/2014	IM Brands, LLC	Registered
ISAAC MIZRAHI	United States of America	3,293,902	09/18/2007	IM Brands, LLC	Registered
ISAAC MIZRAHI	United States of America	3,293,901	09/18/2007	IM Brands, LLC	Registered
ISAAC MIZRAHI	United States of America	4,978,256	06/14/2016	IM Brands, LLC	Registered
ISAAC MIZRAHI	United States of America	3,942,020	04/05/2011	IM Brands, LLC	Registered
ISAAC MIZRAHI	United States of America	3,938,988	03/29/2011	IM Brands, LLC	Registered
ISAAC MIZRAHI	United States of America	4,276,052	01/15/2013	IM Brands, LLC	Registered
ISAAC MIZRAHI	United States of America	2,150,771	04/14/1998	IM Brands, LLC	Registered
ISAAC MIZRAHI	United States of America	4,769,284	07/07/2015	IM Brands, LLC	Registered
ISAAC MIZRAHI CRAFT	United States of America	5,332,339	11/14/2017	IM Brands, LLC	Registered
ISAAC MIZRAHI NEW YORK	United States of America	4,448,362	06/06/2012	IM Brands, LLC	Registered
ISAAC MIZRAHI LIVE	United States of America	(97/215794)	(01/12/2022)	IM Brands, LLC	Pending
ISAACMIZRAHILIVE	United States of America	3,935,410	03/22/2011	IM Brands, LLC	Registered
ISAACMIZRAHILIVE	United States of America	4,370,592	07/23/2013	IM Brands, LLC	Registered
ISAACMIZRAHILIVE	United States of America	4,079,210	01/03/2012	IM Brands, LLC	Registered
ISAACMIZRAHILIVE	United States of America	4,079,221	01/03/2012	IM Brands,	Registered

Mark	Country	Registration No. (Application No.)	Registration Date (Application Date)	Current Owner	Status
				LLC	
TRUE ISAAC MIZRAHI	United States of America	4,937,287	04/12/2016	IM Brands, LLC	Registered
I (Stylized)	United States of America	4,463,250	01/07/2014	IM Brands, LLC	Registered
IMNYC	United States of America	5,075,221	11/01/2016	IM Brands, LLC	Registered
Miscellaneous Design	United States of America	3,354,162	12/11/2007	IM Brands, LLC	Registered
Miscellaneous Design	United States of America	3,931,846	03/15/2011	IM Brands, LLC	Registered
ISAAC MIZRAHI	United Kingdom	UK0095,248,638	07/20/2007	IM Brands, LLC	Registered
IMNYC	United Kingdom	UK00914481642	08/17/2015	IM Brands, LLC	Registered
ISAAC MIZRAHI	Republic of Korea	1122994	05/15/2012	Xcel Brands, Inc and IM Brands, LLC	Registered
ISAAC MIZRAHI	Republic of Korea	40-1033071	04/15/2014	IM Brands, LLC	Registered
TRUE ISAAC MIZRAHI	Republic of Korea	1,355,968	05/23/2017	IM Brands, LLC	Registered
ISAAC MIZRAHI	Mexico	1,400,102	09/26/2013	IM Brands, LLC	Registered
ISAAC MIZRAHI	Mexico	1,400,101	09/26/2013	IM Brands, LLC	Registered
ISAAC MIZRAHI	Mexico	1,363,030	04/26/2013	IM Brands, LLC	Registered
IMNYC	Mexico	1,588,512	11/10/2015	IM Brands, LLC	Registered
IMNYC	Mexico	1,588,513	11/10/2015	IM Brands, LLC	Registered
IMNYC	Mexico	1,588,514	11/10/2015	IM Brands, LLC	Registered

Mark	Country	Registration No. (Application No.)	Registration Date (Application Date)	Current Owner	Status
IMNYC	Mexico	1,588,515	11/10/2015	IM Brands, LLC	Registered
ISAAC MIZRAHI	Japan	5,114,834	02/29/2008	IM Brands, LLC	Registered
ISAAC MIZRAHI	International Bureau (WIPO)	1122994	05/15/2012	IM Brands, LLC	Registered
TRUE ISAAC MIZRAHI	International Bureau (WIPO)	1,355,968	05/23/2017	IM Brands, LLC	Registered
ISAAC MIZRAHI	Hong Kong	302,192,869	03/16/2012	IM Brands, LLC	Registered
ISAAC MIZRAHI	European Union	5,248,638	07/20/2007	IM Brands, LLC	Registered
IMNYC	European Union	014481642	12/10/2015	IM Brands, LLC	Registered
ISAAC MIZRAHI	China	20,642,264	04/28/2018	IM Brands, LLC	Registered
ISAAC MIZRAHI	China	20642264A	10/07/2017	IM Brands, LLC	Registered
ISAAC MIZRAHI	China	G1,122,994	05/15/2012	IM Brands, LLC	Registered
ISAAC MIZRAHI	China	36,304,903	10/14/2020	IM Brands, LLC	Registered
ISAAC MIZRAHI	China	36,304,902	11/14/2020	IM Brands, LLC	Registered
ISAAC MIZRAHI	China	36,304,901	07/14/2020	IM Brands, LLC	Registered
ISAAC MIZRAHI	China	39,966,331	02/14/2021	IM Brands, LLC	Registered
ISAACMIZRAHI & DESIGN	China	12,896,701	12/13/2015	IM Brands, LLC	Registered
TRUE ISAAC MIZRAHI	China	G1355968	05/23/2017	IM Brands, LLC	Registered
TRUE ISAAC MIZRAHI	China	1,355,968	05/23/2017	IM Brands, LLC	Pending
ISAAC MIZRAHI	China	1122994	05/15/2012	IM	Registered

Mark	Country	Registration No. (Application No.)	Registration Date (Application Date)	Current Owner	Status
				Brands, LLC	
ISAAC MIZRAHI	Chile	1,063,881	12/17/2013	IM Brands, LLC	Registered
ISAAC MIZRAHI	Canada	TMA419,374	11/12/1993	IM Brands, LLC	Registered
ISAACMIZRAHILIVE	Canada	TMA939,610	06/02/2016	IM Brands, LLC	Registered
IMNYC	Canada	TMA1034162	07/02/2019	IM Brands, LLC	Registered
ISAAC MIZRAHI	Canada	622158-01	03/21/2012	IM Brands, LLC	Registered
ISAAC MIZRAHI	Brazil	(919,879,349)	(06/10/2020)	IM Brands, LLC	Pending
ISAAC MIZRAHI	Brazil	(919,879,390)	(06/10/2020)	IM Brands, LLC	Pending
I Stylized	United States of America	(88/933,765)	(5/26/2020)	IM Brands, LLC	Allowed
IM Stylized	United States of America	(90/785995)	(6/21/2021)	IM Brands, LLC	Pending
IM Stylized	United States of America	(90/372,654)	(12/10/2020)	IM Brands, LLC	Allowed
IM Stylized	United States of America	(90/785,995)	(6/21/2022)	IM Brands, LLC	Pending
IMNYC	United States of America	(88/463,677)	(06/07/2019)	IM Brands, LLC	Allowed
ISAAC MIZRAHI	United States of America	(88/860609)	(04/06/2020)	IM Brands, LLC	Allowed
ISAAC MIZRAHI	United States of America	(97/207713)	(01/07/2022)	IM Brands, LLC	Pending
ISAAC MIZRAHI JEANS	United States of America	(90/196342)	(09/21/2020)	IM Brands, LLC	Allowed
ISAAC MIZRAHI NEW YORK	United States of America	(88/914881)	(09/21/2020)	IM Brands, LLC	Allowed
MAGNIFISOLES	United States of America	(97/280,005)	(02/22/2022)	IM Brands,	Pending

Mark	Country	Registration No. (Application No.)	Registration Date (Application Date)	Current Owner	Status
				LLC	
Miscellaneous Design	United States of America	(88/510,379)	(7/11/2019)	IM Brands, LLC	Allowed
HEALTHY GLAMOUR	United States of America	(97/115,523)	(11/09/2021)	IM Brands, LLC	Pending