

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742783

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Daytona Apparel IP LLC		03/24/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Centric Socks LLC		
Street Address:	350 Fifth Avenue, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10118		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3160101	CANDY HEARTS	
CORRESPONDENCE DATA			
Fax Number:	6467129674		
<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:	4157305565		
Email:	sdvoskin@centricbrands.com		
Correspondent Name:	Simone Dvoskin		
Address Line 1:	350 Fifth Avenue, 6th Floor		
Address Line 4:	New York, NEW YORK 10118		
NAME OF SUBMITTER:	Simone Dvoskin		
SIGNATURE:	/simone dvoskin/		
DATE SIGNED:	07/21/2022		
Total Attachments: 8			
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TRADEMARK AGREEMENT

This RECORDABLE TRADEMARK ASSIGNMENT (this “Assignment”) is executed and effective as of March 24, 2022 (the “Effective Date”), by and between Daytona Apparel IP LLC, a Delaware limited liability company (the “Assignor”) and Centric Socks LLC (“Centric”) a Delaware limited liability company (“Assignee”). Each of Assignor and Assignee are referred to as a “Party” and together as the “Parties”. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, on the date hereof, Sellers and Purchaser have entered into that certain Asset Purchase and Assignment Agreement (the “Purchase Agreement”), pursuant to which Assignee has acquired certain assets of Assignor, including without limitation the Assigned Trademark Rights (defined below);

WHEREAS, Assignor wishes to confirm, memorialize and record the assignment of the Assigned Trademark Rights to Assignee as set forth in the Purchase Agreement.

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

1. Assignor hereby irrevocably sells, transfers, assigns and delivers to Assignee, and Assignee hereby assumes and accepts, all of Assignor’s worldwide rights, title, and interest in and to (a) the trademark registrations and trademark applications listed on Exhibit A hereto; together with all common law rights in the foregoing; (b) all issuances, extensions and renewals of the foregoing; (c) all rights to create new trademarks that incorporate the foregoing; (d) all rights to request, apply for, file and register the foregoing; (e) all the goodwill of the business connected with the use of and symbolized by the foregoing; (f) all defenses relating to or arising from any of the foregoing, and all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement, dilution or violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, dilution or violation of the foregoing; and (g) all income, royalties and any other payments now and hereafter due and/or payable to Assignors in respect of the foregoing (collectively (a) through (g), the “Assigned Trademark Rights”) to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held as fully and entirely by Assignors had this assignment not been made.

2. Assignor hereby authorizes and requests the competent authorities, including without limitation an official of the United States Patent and Trademark Office, an official of any non-U.S. governmental trademark office and an official of any intergovernmental organization, whose duty is to issue trademark registrations or other evidence or forms of intellectual property and/or industrial property protection on applications as aforesaid, to issue the same to Assignee, its successors, and assigns, in accordance with the terms of this Assignment.

3. Assignor shall promptly execute and deliver such documents, and do and perform such acts and things as Assignee, its legal representatives, its successors, and/or assigns may reasonably request to give effect to, document and record, perfect and enforce the assignment herein recited, including without limitation prompt production of pertinent facts and documents in

its possession or under its control, giving of testimony, execution of papers, and other assistance all to the extent reasonably necessary for: (a) perfecting all right, title and interest herein conveyed; (b) prosecuting any applications herein conveyed; and (c) legal proceedings involving any trademark and any applications therefor, including without limitation opposition proceedings, infringement actions and court actions; provided, however, that the reasonable expenses incurred by Assignor in providing such cooperation shall be paid for by Assignee.

4. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed entirely within the State of New York, without regard to the conflicts of laws principles thereof. This Assignment may be executed in the original or by facsimile in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNOR:

DAYTONA APPAREL IP LLC

By: 

Name: Brian Cooper

Title: Vice President

ASSIGNEE:

CENTRIC SOCKS LLC

By:

Name: Joseph Favuzza

Title: Chief Strategy Officer

[Signature Page to Trademark Agreement]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNOR:

DAYTONA APPAREL IP LLC

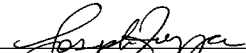
By: _____

Name: Brian Cooper

Title: Vice President

ASSIGNEE:

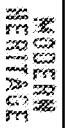


CENTRIC SOCKS LLC

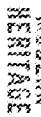
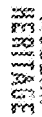
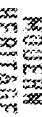
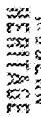
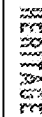



By:  _____

Name: Joseph Favuzza

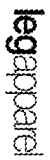
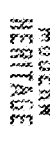
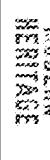
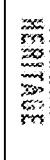
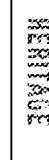

Title: Chief Strategy Officer

Exhibit A - Trademarks

WIPO Ref	Country	Mark	Design	Status	Owner	Classes	Goods	App. No.	App. Date	Reg. No.	Reg. Date	Renew
DAYTONA 29	Australia	LITTLE STEPS WE LOVE		Registered	Daytona Apparel IP LLC	25	Footwear	1285870	02/19/2009	1285870	09/28/2009	02/19/2025
DAYTONA 33	Canada	CARING ABOUT FIRST STEPS		Registered	Daytona Apparel IP LLC	25	Children's footwear; Online sales of children's footwear	1289567	02/10/2006	TMAA816967	02/06/2012	02/06/2027
DAYTONA 03	Canada	MODERN HERITAGE and Design		Registered	Daytona Apparel IP LLC	14, 20, 24, 25, 26	14 - Jewelry and precious stones; jewelry and imitation jewelry; 20 - Bathroom furniture; bedroom furniture; dining room furniture; living room furniture; pillows 24 - Bed covers; bed linen; bed sheets; bed throws 25 - Belts; denim pants; gloves; hats; hosiery; jeans; pants; scarves; shawls; shoes 26 - Hair accessories; hair bands; hair clips; hair ribbons	1820708	01/31/2017	TMAA1032035	06/25/2019	06/25/2025
DAYTONA 38	Canada	STROLLERTHON		Registered	Daytona Apparel IP LLC	36	Charitable fund raising	1286658	01/13/2006	TMAA688021	05/18/2007	05/18/2022
DAYTONA 04	Canada	THE PERFECT LIFT LEGGING		Registered	Daytona Apparel IP LLC	25	Hosiery; pants; tights; Leggings	1819337	01/23/2017	TMAA1038821	07/09/2019	07/09/2029
DAYTONA 45	China P.R.	TRIEDZ		Registered	Daytona Apparel IP LLC	25	Children's shoes	5279649	04/11/2006	5279649	07/28/2009	07/27/2029
DAYTONA 47	European Union	LES PETITS PAS QUE NOUS AIMONS		Registered	Daytona Apparel IP LLC	25	Footwear	8160665	03/17/2009	8160665	09/06/2009	03/17/2029
DAYTONA 48	European Union	LITTLE STEPS WE LOVE		Registered	Daytona Apparel IP LLC	25	Footwear	8160459	03/17/2009	8160459	10/07/2009	03/17/2029
DAYTONA 23IBEU	European Union	MODERN HERITAGE and Design		Registered	Daytona Apparel IP LLC	14, 25, 26	14 - Jewelry and imitation jewelry; precious and semi-precious crystal stones and beads for use in jewelry 25 - Belts; gloves; scarves 26 - Hair accessories; namely, claw clips; hair accessories, namely, jaw clips; hair accessories, namely, snap clips; hair accessories, namely, twisties; hair bands; hair scrunchies; ponytail holders and hair ribbons	1357883	05/30/2017	1357883	05/30/2017	05/30/2027
DAYTONA 26IBEU	European Union	MODERN HERITAGE and Design		Registered	Daytona Apparel IP LLC	25	Denims; hats; pants; shawls; shoes	1355007	05/30/2017	1355007	05/30/2017	05/30/2027

WHF Ref.	Country	Mark	Design	Status	Owner	Classes	Goods	App. No.	App. Date	Reg. No.	Reg. Date	Renew
DAYTONA 27IBEU	European Union	MODERN HERITAGE and Design		Registered	Daytona Apparel IP LLC	25	Hosiery	1354926	05/31/2017	1354926	05/31/2017	05/31/2027
DAYTONA 05	European Union	SOCKTOPIA		Registered	Daytona Apparel IP LLC	25	Bootes, hosiery, slippers, socks, tights	11280451	10/19/2012	11280451	02/28/2013	10/19/2022
DAYTONA 25IB	International	MODERN HERITAGE and Design		Registered	Daytona Apparel IP LLC	14, 25, 26	14 - Jewelry and imitation jewelry; precious and semi-precious crystal stones and beads for use in jewelry 25 - Belts, gloves, scarves 26 - Hair accessories, namely, claw clips, hair accessories, namely, jaw clips, hair accessories, namely, hair accessories, namely, twisters, hair bands, hair scrunchies, ponytail holders and hair ribbons	1357883	05/30/2017	1357883	05/30/2017	05/30/2027
DAYTONA 26IB	International	MODERN HERITAGE and Design		Registered	Daytona Apparel IP LLC	25	Denims, hats, pants, shawls, shoes	1355007	05/30/2017	1355007	05/30/2017	05/30/2027
DAYTONA 27IB	International	MODERN HERITAGE and Design		Registered	Daytona Apparel IP LLC	25	Hosiery	1354926	05/31/2017	1354926	05/31/2017	05/31/2027
DAYTONA 25IBMX	Mexico	MODERN HERITAGE and Design		Registered	Daytona Apparel IP LLC	25	Belts, gloves, scarves	1357883	05/30/2017	1357883	05/15/2018	05/30/2027
DAYTONA 26IBMX	Mexico	MODERN HERITAGE and Design		Registered	Daytona Apparel IP LLC	25	Jeans trousers and jumpsuit; Hats, pants, chales, shoes	1355007	05/30/2017	1355007	04/26/2018	05/30/2027
DAYTONA 27IBMX	Mexico	MODERN HERITAGE and Design		Registered	Daytona Apparel IP LLC	25	Hosiery	1354926	05/31/2017	1354926	04/26/2018	05/31/2027
DAYTONA 25IBMX	Mexico	MODERN HERITAGE and Design		Registered	Daytona Apparel IP LLC	26	Hair accessories, namely, claw clips, hair accessories, namely, jaw clips, hair accessories, namely, snap clips, hair accessories, namely, twisters, hair bands, hair scrunchies, ponytail holders and hair ribbons	1357883	05/30/2017	1357883	05/15/2018	05/30/2027
DAYTONA 06	Taiwan	SOCKTOPIA		Registered	Daytona Apparel IP LLC	25	Socks, socks, pantyhose, stockings, garters, stockings, boots, slippers	101036623	06/29/2012	1557643	01/01/2013	12/31/2022
DAYTONA 47GBX	United Kingdom	LBS PETTIS PAS QUE NOUS ANIMONS		Registered	Daytona Apparel IP LLC	25	Footwear	8160665	03/17/2009	UK00908160665	09/06/2009	03/17/2029
DAYTONA 48GBX	United Kingdom	LITTLE STEPS WE LOVE		Registered	Daytona Apparel IP LLC	25	Footwear	8160459	03/17/2009	UK00908160459	10/07/2009	03/17/2029

WHF Ref.	Country	Mark	Design	Status	Owner	Classes	Goods	App. No.	App. Date	Reg. No.	Reg. Date	Renew
DAYTONA 25GBX	United Kingdom	MODERN HERITAGE and Design		Registered	Daytona Apparel IP LLC	14, 25, 26	14 - Jewelry and imitation jewelry; precious and semi-precious crystal stones and beads for use in jewelry 25 - Belts; gloves; scarves 26 - Hair accessories; namely, claw clips; hair accessories; namely, jaw clips; hair accessories; namely, snap clips; hair accessories; namely, twisties; hair bands; hair scrunchies; ponytail holders and hair ribbons.	1357883	05/30/2017	UK00801357883	05/30/2017	05/30/2027
DAYTONA 26GBX	United Kingdom	MODERN HERITAGE and Design		Registered	Daytona Apparel IP LLC	25	Denims; hats; pants; shawls; shoes.	1355007	05/30/2017	UK00801355007	05/30/2017	05/30/2027
DAYTONA 27GBX	United Kingdom	MODERN HERITAGE and Design		Registered	Daytona Apparel IP LLC	25	Hosiery	1354926	05/31/2017	UK00801354926	05/31/2017	05/31/2027
DAYTONA 05GBX	United Kingdom	SOCKTOPIA		Registered	Daytona Apparel IP LLC	25	Bootes; hosiery; slippers; socks; tights.	11280451	10/19/2012	UK00911280451	02/28/2013	10/19/2022
DAYTONA 08	United States	ALL GAME		Registered	Daytona Apparel IP LLC	25	Hosiery; Socks	87/418, 784	04/20/2017	5,449,923	04/17/2018	04/17/2028
DAYTONA 09	United States	BOX OF SOCKS		Registered	Daytona Apparel IP LLC	25	Socks	86/396,454	09/16/2014	4,910,243	03/01/2016	03/01/2026
DAYTONA 10	United States	BOX OF SOX		Registered	Daytona Apparel IP LLC	25	Socks	86/396,363	09/16/2014	4,910,242	03/01/2016	03/01/2026
DAYTONA 11	United States	CAL VIN + CARTER and Design		Registered	Daytona Apparel IP LLC	25	Gloves; Hats; Pants; Scarves; Shirts; Shorts; Socks	87/471,803	06/01/2017	5,471,191	05/15/2018	05/15/2028
DAYTONA	United States	CANDY HEARTS		Registered	Daytona Apparel IP LLC	25	Children's clothing, namely, sweaters, jackets, pants, shorts, skirts, jumpers, dresses, socks, tights, suspenders	78/458,926	07/29/2004	#####	10/17/2006	10/17/2026
DAYTONA 12	United States	COLD AND FLU SEASON SOCKS		Registered	Daytona Apparel IP LLC	25	Socks	86/636,706	05/20/2015	4,999,740	07/12/2016	07/12/2026
DAYTONA 13	United States	FIFTH AVENUE HOSEBRY		Registered	Daytona Apparel IP LLC	25	Hosiery	86/531,325	02/11/2015	4,899,665	02/09/2016	02/09/2026
DAYTONA 14	United States	FIFTH AVENUE HOSEBRY		Registered	Daytona Apparel IP LLC	25	Hosiery; Leggings; Socks	86/700,816	07/22/2015	4,903,164	02/16/2016	02/16/2026

WHF Ref.	Country	Mark	Design	Status	Owner	Classes	Goods	App. No.	App. Date	Reg. No.	Reg. Date	Renew
DAYTONA 15	United States	FIRST KICKS		Registered	Daytona Apparel IP LLC	25	Infant footwear; prewalkers in the nature of shoes; baby shoes; slippers; booties; miniature shoes; namely, shoes for babies; soft-soled shoes	87066,030	06/09/2016	5,178,263	04/04/2017	04/04/2027
DAYTONA 16	United States	LEG APPAREL (stylized)		Registered	Daytona Apparel IP LLC	25	Hosiery	87047,908	05/24/2016	5,038,273	09/06/2016	09/06/2026
DAYTONA	United States	MODERN HERITAGE		Pending - SUI/1st Ext. due 6/28/2022	Daytona Apparel IP LLC	25	Hosiery, underwear, loungewear and sleepwear	900,556,967	03/03/2021			
DAYTONA 19	United States	MODERN HERITAGE & Design		Registered	Daytona Apparel IP LLC	14, 26	14 - Jewelry and imitation jewelry; Precious and semi-precious crystal stones and beads for use in jewelry 26 - Hair accessories, namely, claw clips; Hair accessories, namely, jaw clips; Hair accessories, namely, snap clips; Hair accessories, namely, twisties; Hair bands; Hair scrunchies; Ponytail holders and hair ribbons	77957,833	02/17/2010	4,049,958	11/01/2011	11/01/2021
DAYTONA 17	United States	MODERN HERITAGE (stylized)		Registered	Daytona Apparel IP LLC	25	Hosiery	77884,516	12/02/2009	3,936,354	03/29/2011	03/29/2021
DAYTONA 18	United States	MODERN HERITAGE & Design		Registered	Daytona Apparel IP LLC	25	Belt; Gloves; Scarves	77969,651	03/26/2010	4,042,808	10/18/2011	10/18/2021
DAYTONA 20	United States	MODERN HERITAGE & Design		Registered	Daytona Apparel IP LLC	25	Denims; Hats; Panns; Shawls; Shoes	87292,102	01/06/2017	5,470,616	05/15/2018	05/15/2028
DAYTONA 117	United States	RANSOM & BOND		Pending - not yet examined	Daytona Apparel IP LLC	25	Hosiery; Underwear; Boxer briefs	97127,936	11/16/2021			
DAYTONA 116	United States	RANSOM & BOND Stylized		Pending - not yet examined	Daytona Apparel IP LLC	25	Hosiery; Underwear; Boxer briefs	97127,904	11/16/2021			
DAYTONA 23	United States	SOCKTOPIA		Registered	Daytona Apparel IP LLC	25	Hosiery; Socks	85298,994	04/19/2011	4,656,513	12/16/2014	12/16/2024
DAYTONA 24	United States	THE PERFECT LIFT LEGGING		Registered	Daytona Apparel IP LLC	25	Hosiery; Leggings	87291,880	01/06/2017	5,303,624	10/03/2017	10/03/2027

TRADEMARK