

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM788649

<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>
Parker Lifestyle, LLC		02/17/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Parker IP Co. LLC		
<b>Street Address:</b>	530 7th Avenue, 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: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4738355	DEVLIN	
<b>Registration Number:</b>	6351165	PARKER	
<b>Registration Number:</b>	6877006	PARKER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9175223128		
<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>	212.735.8728		
<b>Email:</b>	msegui@morrisoncohen.com		
<b>Correspondent Name:</b>	Tess Bonoli		
<b>Address Line 1:</b>	909 Third Avenue, 27th Floor		
<b>Address Line 2:</b>	c/o Morrison Cohen LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	030996-0001(TBonoli)		
<b>NAME OF SUBMITTER:</b>	Tess Bonoli		
<b>SIGNATURE:</b>	/Tess Bonoli/		
<b>DATE SIGNED:</b>	02/22/2023		
<b>Total Attachments: 7</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (the “Assignment”) is made as of February 17, 2023 (the “Effective Date”), from Parker Lifestyle, LLC, a Delaware limited liability company (“Assignor”), to PARKER IP CO. LLC, a Delaware limited liability company (“Assignee”), and is made in connection with that certain Intellectual Property Asset Purchase Agreement, dated as of February 17, 2023, by and between Assignor and Assignee (the “Purchase Agreement”). All capitalized terms used but not defined in this Assignment have the meanings given to them in the Purchase Agreement. To the extent that any conflict exists between any of the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement will prevail.

**WHEREAS**, pursuant to the Purchase Agreement and related Transaction Documents, Assignor assigned and transferred to Assignee all of its rights, title, and interests in and to certain trademarks and service marks included in the Purchased Intellectual Property and all goodwill associated therewith, including the registrations and applications listed on Schedule I (collectively, the “Marks”);

**WHEREAS**, pursuant to the Purchase Agreement, Assignee is the successor to the business of Assignor or that portion thereof to which the Marks pertain, which business is ongoing and existing; and

**WHEREAS**, Assignee desires to record its rights in and to the Marks.

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

1. Assignment. Effective as of the Effective Date, Assignor hereby sells, conveys, assigns, and transfers to Assignee, pursuant to the terms and conditions of the Purchase Agreement, all of Assignor’s worldwide rights, title, and interests in and to the Marks, together with the goodwill of the business associated with the Marks, including without limitation the right to sue for and recover damages, profits, and any other remedy in connection therewith, for past, present, or future infringement, misappropriation, or other violation related to any such Marks.

2. Severability. Any term or provision of this Assignment that is invalid or unenforceable in any situation will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

3. Recordal. Assignor hereby authorizes and requests the United States Patent and Trademark Office, and any other official throughout the world whose duty it is to register and record ownership in trademark registrations and applications, to record Assignee as the assignee and owner of any and all of Assignor’s rights in the Marks.

4. Successors and Assigns. This Assignment will be binding upon and enforceable against Assignor and its successors and assigns and will inure to the benefit of and be enforceable by Assignee and its successors and assigns.

5. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflict of laws rules thereof.


6. Counterparts. This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

7. Headings. The headings used in this Assignment are intended for convenience and will not be used by themselves in interpreting this Assignment or in determining any of the rights or obligations of the Assignor or Assignee.

*[Signature page follows]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

**PARKER LIFESTYLE, LLC**

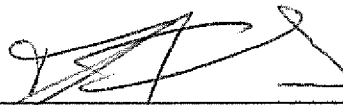
By:   
Name: James P. Carroll  
Title: Chief Operating Officer

STATE OF New York

CITY OF New York

On this 15<sup>th</sup> day of February, 2023, before me personally appeared James P. Carroll, to me know to be the person described in and who executed the foregoing instrument, and acknowledge that he/she executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my office seal in the City and State aforesaid, the day and year first above written.

  
Notary Public

My commission expires: Nov 16, 2025

Marola Maria Fienco  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01Fi6213734  
Qualified in Queens County  
Commission Expires November 16, 2025

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

PARKER IP CO. LLC

By: 

Name: Ariel Chause

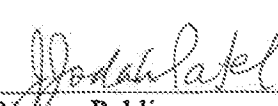
Title: Authorized Signatory

STATE OF New York

CITY OF New York

On this 17<sup>th</sup> day of February, 2023, before me personally appeared Ariel Chause, to me know to be the person described in and who executed the foregoing instrument, and acknowledge that he/she executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my office seal in the City and State aforesaid, the day and year first above written.

  
Notary Public


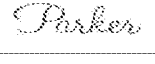

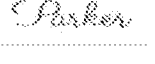
My commission expires: 1/3/2024

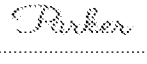
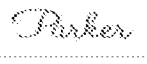
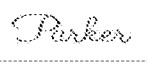
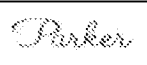
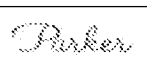
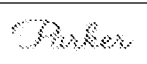


JACQUELINE ANN JODAH PATEL  
Notary Public - State of New York  
No. No. 01JO6253788  
Qualified in Queens County  
My Commission Expires 1/3/2024

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK**  
**REEL: 007979 FRAME: 0305**

**SCHEDULE I**

<b>Trademark</b>	<b>Owner</b>	<b>Country</b>	<b>App. Date</b>	<b>App. No.</b>	<b>Reg. Date</b>	<b>Reg. No.</b>	<b>Status</b>
<b>DEVLIN</b>	Parker Lifestyle, LLC	United States	Sep 10 2014	86390965	May 19 2015	4738355	Registered
	Parker Lifestyle, LLC	China	Feb 19 2020	44124237	Feb 21 2021	44124237	Registered
<b>PARKER</b>	Parker Lifestyle, LLC	China	Feb 19 2020	44127827	Feb 14 2021	44127827	Registered
	Parker Lifestyle, LLC	China	Feb 19 2020	44136966	Feb 7 2021	44136966	Registered
<b>PARKER</b>	Parker Lifestyle, LLC	China	Feb 19 2020	44135401	Jan 28 2021	44135401	Registered
	Parker Lifestyle, LLC	China	Feb 19 2020	44129241	Feb 7 2021	44129241	Registered
<b>PARKER</b>	Parker Lifestyle, LLC	China	Feb 19 2020	44126237	Jan 28 2021	44126237	Registered
<b>PARKER</b>	Parker Lifestyle, LLC	China	Feb 19 2020	44128898	Jan 14 2021	44128898	Registered
<b>PARKER</b>	Parker Lifestyle, LLC	China	Jan 7 2022	62009063	Oct 28 2022	62009063	Registered
<b>PARKER</b>	Parker Lifestyle, LLC	China	Feb 19 2020	44122672	Jan 28 2021	44122672	Registered
<b>PARKER</b>	Parker Lifestyle, LLC	EUTM	Mar 12 2020	018210147	Aug 13 2020	018210147	Registered
	Parker Lifestyle, LLC	Macau	Feb 20 2020	165713	Aug 13 2020	165713	Registered
<b>PARKER</b>	Parker Lifestyle, LLC	Macau	Feb 20 2020	165708	Aug 13 2020	165708	Registered
<b>PARKER</b>	Parker Lifestyle, LLC	Macau	Feb 20 2020	165709	Aug 13 2020	165709	Registered

Trademark	Owner	Country	App. Date	App. No.	Reg. Date	Reg. No.	Status
	Parker Lifestyle, LLC	Macau	Feb 20 2020	165714	Aug 13 2020	165714	Registered
<b>PARKER</b>	Parker Lifestyle, LLC	Macau	Feb 20 2020	165706	Aug 13 2020	165706	Registered
	Parker Lifestyle, LLC	Macau	Feb 20 2020	165711	Aug 13 2020	165711	Registered
<b>PARKER</b>	Parker Lifestyle, LLC	Macau	Feb 20 2020	165710	Aug 13 2020	165710	Registered
	Parker Lifestyle, LLC	Macau	Feb 20 2020	165715	Aug 13 2020	165715	Registered
<b>PARKER</b>	Parker Lifestyle, LLC	Macau	Feb 20 2020	165707	Aug 13 2020	165707	Registered
	Parker Lifestyle, LLC	Macau	Feb 20 2020	165712	Aug 13 2020	165712	Registered
<b>PARKER</b>	Parker Lifestyle, LLC	United Kingdom	Mar 12 2020	UK00918210147	Aug 13 2020	UK00918210147	Registered
	Parker Lifestyle, LLC	United States of America	Jul 11 2019	88509299	May 18 2021	6351165	Registered
	Parker Lifestyle, LLC	United States of America	Sep 22 2021	97039512	Oct 18 2022	6877006	Registered
	Parker Lifestyle, LLC.	Canada	Mar 3 2020	2015129			
<b>PARKER</b>	Parker Lifestyle, LLC	China	May 27 2022	64913132			
	Parker Lifestyle, LLC	China	Feb 19 2020	44124294			
<b>PARKER</b>	Parker Lifestyle, LLC	China	Jun 10 2022	65215386			



Trademark	Owner	Country	App. Date	App. No.	Reg. Date	Reg. No.	Status
<i>Parker</i>	Parker Lifestyle, LLC	China	Feb 19 2020	44126247			
<b>PARKER</b>	Parker Lifestyle, LLC	China	Jan 13 2023	69214208			