

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM792054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AM Retail Group, Inc.		01/31/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	G-III IPCo LLC		
Street Address:	512 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	73812641	PELLE STUDIO	
Serial Number:	73458571	THE WALLET WORKS	
CORRESPONDENCE DATA			
Fax Number:	2124684888		
<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:	212-468-4800		
Email:	bsinger@dglaw.com		
Correspondent Name:	Brooke Erdos Singer		
Address Line 1:	Davis & Gilbert LLP, 1675 Broadway		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	028134-0045-000		
NAME OF SUBMITTER:	Brooke Erdos Singer		
SIGNATURE:	/Brooke Erdos Singer/		
DATE SIGNED:	03/06/2023		
Total Attachments: 3			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“Assignment”), dated as of January 31, 2023 (the “Effective Date”), is entered into by and between **AM Retail Group, Inc.**, a Delaware corporation with an address of 512 Seventh Avenue, New York, New York 10018 (“Assignor”), and **G-III IPCo LLC**, a Delaware limited liability company with an address of 512 Seventh Avenue, New York, New York 10018 (“Assignee”).

WHEREAS, Assignor is the sole and exclusive owner of the right, title and interest to all intellectual property listed on the attached Schedule 1 (hereinafter, collectively referred to as the “Marks”);

WHEREAS, Assignee is desirous of acquiring from Assignor the Marks identified on Schedule 1 and the goodwill associated therewith; and

WHEREAS, Assignor and Assignee wish to enter into this Assignment to effectuate and evidence the assignment of the Marks identified on Schedule 1 from Assignor to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. Assignment. Effective as of the Effective Date, the Assignor hereby irrevocably sells, transfers, conveys, assigns, and delivers to Assignee, its successors and assigns, all worldwide right, title and interest in and to all Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements or other unauthorized use and collect same for Assignee’s sole use and enjoyment. Assignor shall not assert any right, title or interest in or to any of the Marks and shall not use any of the Marks except as may be expressly authorized by Assignee in writing. Assignor hereby represents and warrants that it is the sole owner of the Marks, free and clear of all liens, pledges, security interests, charges, liabilities, encumbrances, rights of first refusal, restrictions, and claims of any kind or nature, contingent or otherwise, other than those that have been disclosed.
2. Recordal. Assignor hereby agrees to execute, acknowledge and deliver to Assignee all documents, instruments and agreements as may be reasonably necessary to make a record with any governmental authorities (both foreign and domestic) or third parties of Assignee’s ownership of all right, title and interest in and to the Marks and the goodwill associated therewith. Assignor does hereby authorize the United States Patent and Trademark Office and the empowered official of any foreign country, countries or other jurisdiction whose duty it is to record trademark registrations, applications and title thereto,

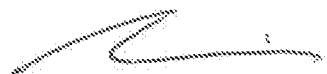
to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.


3. Further Assurances. Assignor shall provide Assignee, its successors and assigns with all such assistance as it may reasonably request for the full utilization of the rights granted herein including without limitation, upon request by Assignee to execute and cause its current or former employees or contractors to execute, as applicable, all applications and any further assignments or other documents or instruments, sign all lawful papers, and make all rightful oaths necessary or desirable to carry out the purposes or intent of this Assignment and to aid Assignee or its successors, assigns or other legal representatives to obtain and enforce proper protection for the Marks in all jurisdictions and to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives. In the event the Assignee is unable, after reasonable effort, to secure Assignor's cooperation in delivering such further instruments or further actions referred to herein, whether because of Assignor's incapacity or for any other reason whatsoever, Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact (which designation and appointment shall be (i) deemed coupled with an interest and (ii) irrevocable, and shall survive Assignor's liquidation, dissolution or other incapacity), to act on Assignor's behalf and to do all lawfully permitted acts with the same legal force and effect as if executed by Assignor.

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

AM Retail Group, Inc.

G-III IPCo LLC

By:  _____

By:  _____

Name: Michael Brady

Name: Michael Brady

Title: Controller and Vice President

Title: Assistant Secretary

Schedule 1

Jurisdiction	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Class & Descriptions
United States	PELLE STUDIO & Design <u>PELLE</u> <u>STUDIO</u>	73812641	07/13/1989	1584804	02/27/1990	025 - Leather apparel, namely, jackets
United States	THE WALLET WORKS	73458571	12/27/1983	1345221	06/25/1985	042 - Retail outlet stores featuring luggage, brief cases, attache cases, handbags, wallets, and the like