

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM792043

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| G-III Leather Fashions, Inc. | | 01/31/2023 | Corporation: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Starlo 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: 8 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86093826 | ELIZA J | |
| Serial Number: | 78470406 | ELIZA J | |
| Serial Number: | 87923294 | HARPER ROSE | |
| Serial Number: | 85003471 | JESSICA H | |
| Serial Number: | 73740214 | JESSICA HOWARD | |
| Serial Number: | 88296552 | JH EVENINGS | |
| Serial Number: | 85975330 | J HOWARD | |
| Serial Number: | 85003497 | J HOWARD | |
| 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 | | |

CH \$215.00 86093826

| | |
|---|-----------------------|
| SIGNATURE: | /Brooke Erdos Singer/ |
| DATE SIGNED: | 03/06/2023 |
| Total Attachments: 6 source=Assignment Agreement - Eliza J and Jessica Howard - G-III Leather Fas#page1.tif source=Assignment Agreement - Eliza J and Jessica Howard - G-III Leather Fas#page2.tif source=Assignment Agreement - Eliza J and Jessica Howard - G-III Leather Fas#page3.tif source=Assignment Agreement - Eliza J and Jessica Howard - G-III Leather Fas#page4.tif source=Assignment Agreement - Eliza J and Jessica Howard - G-III Leather Fas#page5.tif source=Assignment Agreement - Eliza J and Jessica Howard - G-III Leather Fas#page6.tif | |

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 **G-III Leather Fashions, Inc.**, a New York corporation with an address of 512 Seventh Avenue, New York, New York 10018 ("Assignor"), and **Starlo 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 [REDACTED] and 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.

G-III Leather Fashions, Inc.

Starlo IPCo LLC

By:  _____

By:  _____

Name: Michael Brady

Name: Michael Brady

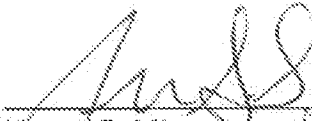
Title: Corporate Controller and Secretary

Title: Assistant Secretary

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

NOTARIAL CERTIFICATE

On the 31 day of January, in the year 2023, before me, the undersigned, personally appeared Michael Brady, who stated that he is the Corporate Controller and Secretary of G-III Leather Fashions, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual executed the instrument.



Notary Public

Printed Name: Jodi Sarowitz

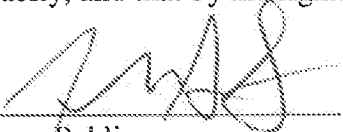
My Commission Expires:
Jan 7 2027



STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

NOTARIAL CERTIFICATE

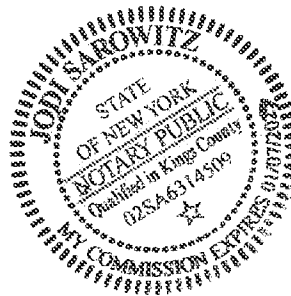
On the 31 day of January, in the year 2023, before me, the undersigned, personally appeared Michael Brady, who stated that he is the Assistant Secretary of Starlo IPCo LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual executed the instrument.



Notary Public

Printed Name: Jodi Sarowitz

My Commission Expires:
Jan 7 2027



Schedule 1

| Jurisdiction | Mark | App. No. | App. Date | Reg. No. | Reg. Date | Class & Descriptions |
|----------------|--|-------------------|------------|-------------------|------------|--|
| China | ELIZA J | 18486292 | 12/02/2015 | 18486292 | 02/14/2017 | 025 - Dresses, sweaters, tops, skirts, and blouses. |
| China | ELIZA J | 54529281 | 03/22/2021 | | | 025 - Dresses; sweaters; tops; skirts; blouses; pants; jeans; shorts; bottoms; outerwear; coats; jackets; jumpsuits. |
| China | ELIZA J & Design  | 54518598 | 03/22/2021 | | | 025 - Dresses; sweaters; tops; skirts; blouses; pants; jeans; shorts; bottoms; outerwear; coats; jackets; jumpsuits. |
| China | JESSICA HOWARD | 8292574 | 05/13/2010 | 8292574 | 05/14/2011 | 025 - Clothing; layettes [clothing]; bathing suits; waterproof clothing; masquerade costumes; ski boots; shoes; hats; hosiery; gloves [clothing]; scarves; girdles; wedding cloth. |
| European Union | ELIZA J | 12794251 | 04/15/2014 | 12794251 | 08/26/2014 | 025 - Clothing; headwear; footwear; blouses; coats; pants; trousers; skirts; suits; tops; dresses; sweaters. |
| European Union | ELIZA J | 1481378 | 06/21/2019 | 1481378 | 06/21/2019 | 025 - Footwear. |
| European Union | JESSICA HOWARD | 1481357 | 06/21/2019 | 1481357 | 06/21/2019 | 025 - Footwear. |
| Mexico | ELIZA J ELIZA J | 1809853 | 10/18/2016 | 1726142 | 02/23/2017 | 025 - Women's clothing, namely, dresses, pant suits, two-piece suits, and two-piece ensembles, namely, a jacket and dress ensemble and a jacket and skirt ensemble; sportswear, namely, blouses, sweaters, pants, skirts and tops. Blouses; Coats; Pants; Skirts; Suits; Tops. |
| Mexico | JESSICA HOWARD JESSICA HOWARD | 1809855 | 10/18/2016 | 1726144 | 02/23/2017 | 025 - Clothing, footwear, headgear, namely, coats, jackets, dresses, suits, two piece ensembles, three piece ensembles, blouses, sweaters, pants, skirts, tops, bottoms and jumpsuits. |
| United Kingdom | ELIZA J | UK0080148 1378 | 06/21/2019 | UK00801 481378 | 01/14/2020 | 025 - Footwear. |
| United Kingdom | ELIZA J | UK0091279 4251 | 04/15/2014 | UK00912 794251 | 08/26/2014 | 025 - Clothing; headwear; footwear; blouses; coats; pants; trousers; skirts; suits; tops; dresses; sweaters. |
| United Kingdom | JESSICA HOWARD | UK0080148 1357 | 06/21/2019 | UK00801 481357 | 01/14/2020 | 025 - Footwear. |
| United States | ELIZA J | 86093826 | 10/17/2013 | 4769500 | 07/07/2015 | 025 - Blouses; Coats; Pants; Skirts; Suits; Tops |
| United States | ELIZA J | 78470406 | 08/19/2004 | 3112897 | 07/04/2006 | 025 - Women's clothing, namely, dresses, and two-piece ensembles, namely, a jacket and dress ensemble and a jacket and skirt ensemble; sportswear, namely, sweaters |

| Jurisdiction | Mark | App. No. | App. Date | Reg. No. | Reg. Date | Class & Descriptions |
|--------------------|----------------|----------|------------|----------|------------|---|
| United States | Harper Rose | 87923294 | 5/16/2018 | 5743473 | 5/7/2019 | 025 - Women's clothing, namely, dresses, and two-piece ensembles, namely, a jacket and dress ensemble and a jacket and skirt ensemble; sportswear, namely, sweaters |
| United States | JESSICA H | 85003471 | 03/31/2010 | 4488724 | 02/25/2014 | 025 - tops, sweaters |
| United States | JESSICA HOWARD | 73740214 | 07/15/1988 | 1525866 | 02/21/1989 | 025 - Women's clothing, namely dresses, pant suits, two-piece suits, two-piece sweater sets, jumpsuits and three-piece ensembles, namely, a jacket, blouse and skirt ensemble, a jacket, blouse and shorts ensemble, and a jacket, blouse, and pants ensemble |
| United States | JH EVENINGS | 88296552 | 02/11/2019 | 5994025 | 02/25/2020 | 025 - dresses, pantsuits, jumpsuits, jackets, and sweaters |
| United States | J HOWARD | 85975330 | 03/31/2010 | 4010594 | 08/09/2011 | 025 - Clothing, namely, dresses |
| United States | J HOWARD | 85003497 | 03/31/2010 | 4488725 | 02/25/2014 | 025 - tops, sweaters |
| WIPO (WIPO Madrid) | ELIZA J | 1481378 | 06/21/2019 | 1481378 | 06/21/2019 | 025 - Footwear. |
| WIPO (WIPO Madrid) | JESSICA HOWARD | 1481357 | 06/21/2019 | 1481357 | 06/21/2019 | 025 - Footwear. |