

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM798300

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900753996

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rebecca Taylor, Inc.		12/22/2022	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	RT IPCO, LLC
Street Address:	1357 Broadway #411
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2601789	REBECCA TAYLOR
Registration Number:	2132863	REBECCA TAYLOR
Registration Number:	4145906	REBECCA TAYLOR
Registration Number:	5922186	REBECCA TAYLOR RNTD
Registration Number:	5921928	TAILORED BY REBECCA TAYLOR
Registration Number:	5587216	TAYLOR TO YOU BY REBECCA TAYLOR
Serial Number:	88827358	REBECCA
Serial Number:	88827374	REBECCA
Serial Number:	88827367	REBECCA

CORRESPONDENCE DATA

Fax Number: 3146673633

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: 3145526000

Email: ipdocket@thompsoncoburn.com

Correspondent Name: Thompson Coburn LLP

Address Line 1: One US Bank Plaza

Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	71943-226132 AND OTHERS
NAME OF SUBMITTER:	matthew j. himich
SIGNATURE:	/matthew j. himich/
DATE SIGNED:	03/28/2023

Total Attachments: 13

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RECEIPT INFORMATION

ETAS ID: TM790737
Receipt Date: 03/01/2023
Fee Amount: \$240

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the “Assignment”) is made as of December 22, 2022 (the “Effective Date”), from Rebecca Taylor, Inc., a New York corporation (“Assignor”), to RT IPCO, LLC, a Delaware limited liability company (“Assignee”), and is made in connection with that certain Intellectual Property Asset Purchase Agreement, dated as of December 22, 2022, 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 irrevocably 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, 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, and all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world.

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.

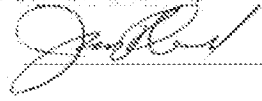
6. Counterparts. This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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.

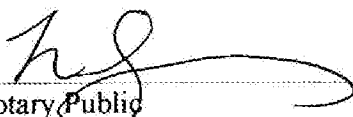
REBECCA TAYLOR, INC.

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

STATE OF New York
CITY OF New York

On this 21st day of December, 2022, 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 WHEREFORE, I have hereunto set my hand and affixed my office seal in the City and State aforesaid, the day and year first above written.

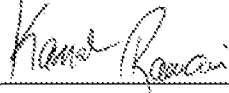

Notary Public

My commission expires: July 25, 2026



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

RT IPCO, LLC

By: 
Name: Kamal Ramani
Title: Manager

STATE OF _____

CITY OF _____

On this ____ day of December, 2022, before me personally appeared _____, 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 WHEREFORE, 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: _____

SCHEDULE I

Trademark	Owner	Country	App. Date	App. No.	Reg. Date	Reg. No.	Status
REBECCA TAYLOR	Rebecca Taylor, Inc	Australia	Jan 25 2012	1471258	Jan 25 2012	1471258	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc	Australia	Jan 25 2012	1471259	Jan 25 2012	1471259	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc	Australia	Jan 25 2012	1471260	Jan 25 2012	1471260	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc	Australia	Jan 25 2012	1471261	Jan 25 2012	1471261	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	China	Feb 24 2022	62813336	Aug 21 2022	62813336	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	China	Feb 24 2022	62839235	Aug 21 2022	62839235	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	China	Jan 31 2007	5880281	Sep 7 2014	5880281	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	China	Feb 25 2022	62853328	Aug 28 2022	62853328	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	China	Oct 11 1999	1501114	Jan 7 2001	1501114	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	China	Feb 18 2020	44108331	Oct 21 2020	44108331	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	China	Feb 18 2020	44114005	Oct 21 2020	44114005	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	EUTM	Mar 19 2010	008968042	Sep 14 2010	008968042	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	EUTM	Feb 21 2020	018199662	Jun 25 2020	018199662	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Honduras	Feb 17 2009	09005408	Apr 4 2011	115689	Registered
rebecca taylor	Rebecca Taylor, Inc.	Hong Kong	Oct 19 1999	200016533	Oct 19 1999	200016533	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Hong Kong	Sep 10 2010	301712259	Sep 10 2010	301712259	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Hong Kong	Aug 12 2011	302002977	Aug 12 2011	302002977	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Hong Kong	Feb 21 2020	305196772	Feb 21 2020	305196772	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Japan	Jul 27 1998	H10-063661	Mar 3 2000	4365303	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Japan	Jul 8 1999	H11-060671	May 19 2000	4384845	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Macau	Feb 19 2020	165621	Aug 13 2020	165621	Registered

Trademark	Owner	Country	App. Date	App. No.	Reg. Date	Reg. No.	Status
REBECCA TAYLOR	Rebecca Taylor, Inc.	Macau	Feb 19 2020	165622	Aug 13 2020	165622	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Macau	Feb 19 2020	165619	Aug 13 2020	165619	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Macau	Feb 19 2020	165623	Aug 13 2020	165623	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Macau	Feb 19 2020	165620	Aug 13 2020	165620	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Mexico	Mar 2 2022	2705295	Jun 21 2022	2412056	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Mexico	Aug 18 2011	1204224	Oct 16 2012	1320747	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Mexico	Aug 18 2011	1204223	Oct 11 2012	1319664	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Mexico	Mar 2 2022	2705293	Jun 21 2022	2412055	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Mexico	Aug 18 2011	1204222	Oct 16 2012	1320746	Registered
REBECCA TAYLOR	Kellwood Company	Republic of Korea (South)	Dec 12 2011	4020110069880	Aug 5 2013	4009864440000	Registered
rebecca taylor	Rebecca Taylor, Inc.	Singapore	Nov 25 1999	T9913558G	Mar 13 2001	T9913558G	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Taiwan	Jan 31 2000	089005364	Feb 16 2001	00931776	Registered
rebecca taylor	Rebecca Taylor, Inc.	Turkey	Jan 31 2013	2013-09475	Apr 14 2014	201309475	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Turkey	Feb 20 2020	202021673	Oct 19 2020	202021673	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	United Kingdom	Jan 11 2001	00002257664	Jan 15 2001	00002257664	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	United Kingdom	Mar 19 2010	UK00908968042	Sep 14 2010	UK00908968042	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	United Kingdom	Feb 14 2020	UK00003467094	Aug 9 2020	UK00003467094	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	United Kingdom	Feb 21 2020	UK00918199662	Jun 25 2020	UK00918199662	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	United States of America	Oct 8 1999	75818103	Jul 30 2002	2601789	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	United States of America	Apr 21 1997	75277942	Jan 27 1998	2132863	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	United States of	Sep 9 2011	85419074	May 22 2012	4145906	Registered

Trademark	Owner	Country	App. Date	App. No.	Reg. Date	Reg. No.	Status
		America					
REBECCA TAYLOR RNTD	Rebecca Taylor, Inc.	United States of America	Sep 5 2018	88105577	Nov 26 2019	5922186	Registered
TAILORE D BY REBECCA TAYLOR	Rebecca Taylor, Inc.	United States of America	Jun 20 2018	88007826	Nov 26 2019	5921928	Registered
TAYLOR TO YOU BY REBECCA TAYLOR	Rebecca Taylor, Inc.	United States of America	May 4 2017	87436370	Oct 16 2018	5587216	Registered
REBECCA	Rebecca Taylor, Inc.	United States of America	Mar 9 2020	88827358			
REBECCA	Rebecca Taylor, Inc.	United States of America	Mar 9 2020	88827374			
REBECCA	Rebecca Taylor, Inc.	United States of America	Mar 9 2020	88827367			
丽贝卡泰勒 (Rebecca Taylor in Chinese)	Rebecca Taylor, Inc.	China	Apr 6 2012	10731227	Jun 14 2013	10731227	Registered
丽贝卡泰勒 (Rebecca Taylor in Chinese)	Rebecca Taylor, Inc.	China	Apr 6 2012	10731226	Jun 14 2013	10731226	Registered
丽贝卡泰勒 (Rebecca Taylor in Chinese)	Rebecca Taylor, Inc.	China	Apr 6 2012	10731228	Jun 14 2013	10731228	Registered
瑞贝卡泰勒 (Rebecca Taylor in Chinese)	Rebecca Taylor, Inc.	China	Apr 6 2012	10731224	Aug 21 2015	10731224	Registered
瑞贝卡泰勒 (Rebecca Taylor in Chinese)	Rebecca Taylor, Inc.	China	Apr 6 2012	10731223	Jun 14 2013	10731223	Registered

Trademark	Owner	Country	App. Date	App. No.	Reg. Date	Reg. No.	Status
瑞贝卡泰勒 (Rebecca Taylor in Chinese)	Rebecca Taylor, Inc.	China	Apr 6 2012	10731225	Aug 21 2015	10731225	Registered
	Rebecca Taylor, Inc.	EUTM	Mar 19 2010	008968398	Sep 14 2010	008968398	Registered
	Rebecca Taylor and Elizabeth Bugdaycay	Venezuela	Jun 8 2009	91842009	Sep 11 2013	331.933-P	Registered
	Rebecca Taylor, Inc.	Japan	Aug 8 2002	2002-067424	May 9 2003	4669747	Registered
	Rebecca Taylor, Inc.	New Zealand	Mar 16 2001	634234	Sep 20 2001	634234	Registered
	Rebecca Taylor, Inc.	United Kingdom	Mar 19 2010	UK00908968398	Sep 14 2010	UK00908968398	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Canada	Feb 18 2020	2012405			
REBECCA TAYLOR	Rebecca Taylor and Elizabeth Bugdaycay	India	Apr 23 2010	1955003			

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

RT IPCO, LLC

By: *Kamal Ramani* *Kamal Ramani*
Name: Kamal Ramani
Title: Manager

STATE OF _____

CITY OF _____

On this ____ day of December, 2022, before me personally appeared _____, 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 WHEREFORE, I have hereunto set my hand and affixed my office seal in the City and State aforesaid, the day and year first above written.

SEE ATTACHED
Notary Public

My commission expires: _____

Acknowledgment

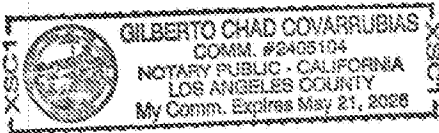
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On December 22nd, 2022 before me, Gilberto Chad Covarrubias, Notary Public
personally appeared Kamal Ramani

who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ is/~~is~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity~~(ies)~~, and that by his/~~her~~/~~their~~ signature~~s~~ on the instrument the person~~s~~ or the entity upon behalf of which the person~~s~~ acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]

Description of Attached Document

Title or Type of Document: Trademark Assignment Agreement

Document Date: _____ Number of Pages: 4 + Notary

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kamal Ramani Signer's Name: X