

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM811675

<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>
Kangol Limited		01/12/2023	Corporation: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kangol, LLC		
<b>Street Address:</b>	110 E. Main Street		
<b>City:</b>	Adamstown		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19501		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2853772	FURGORA	
Registration Number:	535357	KANGOL	
Registration Number:	1011576	KANGOL	
Registration Number:	1490292	KANGOL	
Registration Number:	3017272	KANGOL	
Registration Number:	3988639	KANGOL	
Registration Number:	4153667	KANGOL	
Registration Number:	4384997	KANGOL	
Registration Number:	4667275	KANGOL	
Registration Number:	5457257	KANGOL	
Registration Number:	3787973	KANGOL	
Registration Number:	4204801	KANGOL	
Registration Number:	5917527	KANGOL	
Registration Number:	5894321	KANGOL	
Registration Number:	1372671	KANGOL	
Registration Number:	4384996	KANGOL	
Registration Number:	4667277	KANGOL	
Registration Number:	5205460	KANGOL	
Registration Number:	2235981	KANGOL	

OP \$565.00 2853772

Property Type	Number	Word Mark
Registration Number:	2278532	KANGOL
Registration Number:	4942530	MONTY
Serial Number:	90383042	KANGOL

**CORRESPONDENCE DATA**

**Fax Number:** 2162410816

*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:** 2166228200

**Email:** ipdocket@calfee.com

**Correspondent Name:** Brittany L. Kulwicki

**Address Line 1:** 1405 East Sixth Street

**Address Line 2:** The Calfee Building

**Address Line 4:** Cleveland, OHIO 44114

<b>ATTORNEY DOCKET NUMBER:</b>	11694.04550
<b>NAME OF SUBMITTER:</b>	Brittany L. Kulwicki
<b>SIGNATURE:</b>	/Brittany L. Kulwicki/
<b>DATE SIGNED:</b>	05/19/2023

**Total Attachments: 4**

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## INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and executed as of January 12, 2023 (the "Effective Date"), by and between Kangol Limited ("Assignor"), a corporation organized and doing business under the laws of England and Wales, United Kingdom, and having a principal place of business of Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom; and Kangol, LLC ("Assignee"), a limited liability company organized and doing business under the laws of Delaware, and having a principal place of business of 110 E. Main Street, Adamstown, Pennsylvania 19501, United States. All capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in that certain Contribution Agreement dated January 12, 2023, by and between Assignor and Assignee (the "Agreement").

WHEREAS, pursuant to the Agreement, Assignor has agreed to assign and deliver to the Assignee the Assets and has agreed to assign to the Assignee all of the Assignor's rights, title and interests in and to Assignor's intangible property included in those Assets (the "Intangible Property"), attached hereto as Schedule A.

WHEREAS, Assignor wishes to transfer all of Assignor's ownership of the Intangible Property to Assignee and Assignee desires to accept all of Assignor's ownership of the Intangible Property;

NOW, THEREFORE, in consideration of the Agreement and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- Assignment. Assignor hereby assigns, grants, conveys, sells and delivers unto the Assignee, its successors and assigns, all right, title, and interest in and to the Intangible Property, together with the goodwill associated therewith. To the extent that any of Assignor's right or title in and to the Intangible Property cannot be assigned and transferred by Assignor, then Assignor hereby grants Assignee an irrevocable, worldwide, fully paid-up, royalty-free, exclusive license, with the right to sublicense through multiple tiers, to make, have made, use, have used, sell, have sold, offer for sale, have offered for sale, import, have imported, improve, and otherwise exploit or utilize in any manner, the Intangible Property. Assignee does hereby accept the assignment set forth above and Assignee hereby assumes and agrees to perform and discharge, from and after the date hereof, all of Assignor's obligations arising from, in connection with, or related to the Intangible Property.
- Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past and future infringements of the Intangible Property, will be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.
- Further Assurances. Assignor represents and warrants to Assignee, its successors and assigns that on the date hereof Assignor is the exclusive owner of the Intangible Property and has the right to assign the Intangible Property. Assignor agrees, at the Assignee's expense and request: (i) to assign, deliver and communicate to Assignee, its representatives, agents, successors and assigns any facts and materials relating to the Intangible Property, including evidence for interference purposes or for other legal proceedings whenever requested and all files, documents and communications pertaining to the Intangible Property, including all communications to and from the U.S. Patent and Trademark Office and any and all legal counsel advising on or assisting with the Intangible Property; (ii) to testify in any opposition, cancelation, or other legal proceeding whenever requested; (iii) to execute and deliver whenever requested all lawful papers required to make any of the foregoing provisions effective; and (iv) to generally provide all further cooperation, including taking such further action and executing such additional documents,

which Assignee, its successors and assigns reasonably request to secure, obtain or enforce proper protection for the Intangible Property and all associated rights in this or any foreign country.

4. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in the trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Intangible Property.

5. Miscellaneous. This Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, each of which such successors and permitted assigns will be deemed to be a party hereto for all purposes hereof. This Assignment and any of the terms contained herein may be amended or modified by Assignor and Assignee only in writing. This Assignment is executed by, and shall be binding upon, Assignor and Assignee and their respective successors and assigns, for the uses and purposes set forth and referred to above, effective immediately upon its delivery to Assignee. Nothing in this Assignment supersedes, expands, or extinguishes any of the obligations, agreements, covenants, representations or warranties of Assignor or Assignee contained in the Agreement. This Assignment shall be subject to the terms, conditions and covenants set forth in the Agreement and, in the event that any provision of this Assignment is construed to conflict with a provision in the Agreement, the provision in the Agreement shall be deemed to be controlling. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Nothing in this Assignment, expressed or implied, is intended or shall be construed to confer upon or give any person, firm or corporation other than Assignor and Assignee, their successors and assigns, any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of Assignor and Assignee, their successors and assigns.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the Effective Date.

**ASSIGNOR:**

KANGOL LIMITED

DocuSigned by:

*Alastair Dick*

By: \_\_\_\_\_

7C08EAS0246E6491

Name: Alastair Dick

Title: Director

**ASSIGNEE:**

KANGOL, LLC

DocuSigned by:

*Nick Fox*

By: \_\_\_\_\_

R3E7A2B2C0C064R1

Name: Nick Fox

Title: Manager

SCHEDULE A

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date
FURGORA	United States of America	78/258,925	05-Jun-2003	2,853,772	15-Jun-2004
KANGOL	United States of America	90/383,042	15-Dec-2020		
KANGOL	United States of America	71/583,280	10-Aug-1949	535,357	26-Dec-1950
KANGOL	United States of America	73/019,109	18-Apr-1974	1,011,576	27-May-1975
KANGOL	United States of America	73/686,067	24-Sep-1987	1,490,292	31-May-1988
KANGOL	United States of America	78/298,471	10-Sep-2003	3,017,272	22-Nov-2005
KANGOL	United States of America	85/100,707	05-Aug-2010	3,988,639	05-Jul-2011
KANGOL	United States of America	85/440,935	06-Oct-2011	4,153,667	05-Jun-2012
KANGOL	United States of America	85/579,548	26-Mar-2012	4,384,997	13-Aug-2013
KANGOL	United States of America	86/296,445	30-May-2014	4,667,275	06-Jan-2015
KANGOL	United States of America	87/495,657	19-Jun-2017	5,457,257	01-May-2018
KANGOL & DESIGN	United States of America	77/501,753	18-Jun-2008	3,787,973	11-May-2010
KANGOL & KANGAROO DESIGN	United States of America	85/440,932	06-Oct-2011	4,204,801	11-Sep-2012
KANGOL & KANGAROO DESIGN	United States of America	87/242,095	18-Nov-2016	5,917,527	26-Nov-2019
KANGOL & KANGAROO DESIGN	United States of America	88/048,055	23-Jul-2018	5,894,321	29-Oct-2019
KANGOL & KANGAROO DESIGN	United States of America	73/431,989	27-Jun-1983	1,372,671	26-Nov-1985
KANGOL & KANGAROO DESIGN	United States of America	85/579,543	26-Mar-2012	4,384,996	13-Aug-2013
KANGOL & KANGAROO DESIGN	United States of America	86/296,455	30-May-2014	4,667,277	06-Jan-2015
KANGOL & KANGAROO DESIGN	United States of America	86/702,098	23-Jul-2015	5,205,460	16-May-2017
KANGOL & KANGAROO DESIGN	United States of America	74/661,102	12-Apr-1995	2,235,981	30-Mar-1999
KANGOL & KANGAROO DESIGN	United States of America	75/975,084	06-Jan-1994	2,278,532	14-Sep-1999
MONTY	United States of America	86/512,734	23-Jan-2015	4,942,530	19-Apr-2016

TRADEMARK

RECORDED: 05/19/2023

REEL: 008078 FRAME: 0512