

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815425

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thomas C. Ford		04/28/2023	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	001 DEL LLC		
Street Address:	767 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10153		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 65			
Property Type	Number	Word Mark	
Registration Number:	4917382	T	
Registration Number:	4917383	T	
Registration Number:	4016169	TF	
Registration Number:	3890420	TF	
Registration Number:	4016171	TF	
Registration Number:	6085750	TF	
Registration Number:	3395679	TOM FORD	
Registration Number:	3076975	TOM FORD	
Registration Number:	3127260	TOM FORD	
Registration Number:	2927082	TOM FORD	
Registration Number:	3450857	TOM FORD	
Registration Number:	3437685	TOM FORD	
Registration Number:	3410387	TOM FORD	
Registration Number:	5147580	TOM FORD	
Registration Number:	3230996	TOM FORD	
Registration Number:	3205696	TOM FORD	
Registration Number:	5782270	TOM FORD ARABIAN WOOD	
Registration Number:	5710883	TOM FORD BEAU DE JOUR	
Registration Number:	6913509	TOM FORD BITTER PEACH	

CH \$1640.00 4917382

Property Type	Number	Word Mark
Registration Number:	3229399	BLACK ORCHID
Registration Number:	3523251	TF TOM FORD BLACK ORCHID
Registration Number:	4329148	TOM FORD CAFÉ ROSE
Registration Number:	5255020	TOM FORD COSTA AZZURRA
Registration Number:	6018400	EMOTIONPROOF
Registration Number:	4805308	TOM FORD FLEUR DE PORTOFINO
Registration Number:	5120378	TOM FORD FLEUR DE PORTOFINO
Registration Number:	6048207	FOUGERE D'ARGENT
Registration Number:	5729512	FOUGERE PLATINE
Registration Number:	6000551	FUCKING FABULOUS
Registration Number:	6161059	TOM FORD FUCKING FABULOUS
Registration Number:	4199278	TOM FORD JASMIN ROUGE
Registration Number:	6196838	LOST CHERRY
Registration Number:	6342717	TOM FORD LOST CHERRY
Registration Number:	6196837	TOM FORD LOST CHERRY
Registration Number:	5898440	TOM FORD METALLIQUE
Registration Number:	4465418	TOM FORD NEROLI PORTOFINO
Registration Number:	5623467	NOIR ANTHRACITE
Registration Number:	5623468	TOM FORD NOIR ANTHRACITE
Registration Number:	4805090	TOM FORD NOIR EXTREME
Registration Number:	5110650	TOM FORD NOIR EXTREME
Registration Number:	5586880	TOM FORD OMBRE LEATHER
Registration Number:	4585627	TOM FORD OUD FLEUR
Registration Number:	5342939	LOUD MINÉRALE
Registration Number:	5509339	TOM FORD OUD MINÉRALE
Registration Number:	3669721	PRIVATE BLEND
Registration Number:	5324806	PRIVATE BLEND
Registration Number:	5945198	TOM FORD RESEARCH
Registration Number:	6206672	TOM FORD ROSE PRICK
Registration Number:	4199279	TOM FORD SANTAL BLUSH
Registration Number:	5302283	TOM FORD SOLE DI POSITANO
Registration Number:	5009315	TOM FORD SOLEIL BLANC
Registration Number:	6228516	TOM FORD SOLEIL NEIGE
Registration Number:	5661761	TOM FORD SOLEIL
Registration Number:	5776436	TOM FORD VANILLE FATALE
Registration Number:	6790228	TOM FORD TUBÉREUSE NUE
Registration Number:	5729480	VELVET GARDENIA
Registration Number:	5177742	TOM FORD VERT BOHEME

Property Type	Number	Word Mark
Registration Number:	3544448	TOM FORD WHITE PATCHOULI
Registration Number:	3680394	TF TOM FORD WHITE PATCHOULI
Registration Number:	5110643	ORCHID SOLEIL
Registration Number:	4974694	LIPS & BOYS
Registration Number:	5176794	TF TOM FORD BLACK ORCHID
Registration Number:	5148281	TOM FORD OMBRE LEATHER 16
Registration Number:	7006758	TOM FORD SOLEIL BRÛLANT
Serial Number:	90694581	TOM FORD ROSE DE CHINE

CORRESPONDENCE DATA

Fax Number: 2124920102
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: 212 373 3102
Email: naffinito@paulweiss.com, mmcguire@paulweiss.com
Correspondent Name: Natalie A Affinito
Address Line 1: 1285 Avenue of the Americas
Address Line 2: Paul Weiss Rifkind Wharton & Garrison LLP
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	015254-002
NAME OF SUBMITTER:	Natalie A Affinito
SIGNATURE:	/Natalie Affinito/
DATE SIGNED:	06/06/2023

Total Attachments: 9
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), dated as of April 28, 2023 (the “Effective Date”), is made by and between Thomas C. Ford, an individual with an office at 241 Jungle Road, Palm Beach, Florida 33480 (the “Assignor”) and 001 DEL LLC, a Delaware limited liability company having its principal offices at 767 Fifth Avenue, New York, NY 10153 (the “Assignee”).

W I T N E S S E T H:

WHEREAS, the Assignor and the Assignee, among others, entered into that certain Membership Interest Purchase Agreement, dated as of November 15, 2022 (as amended, modified or supplemented from time to time in accordance with its terms, the “Purchase Agreement”);

WHEREAS, pursuant to the Purchase Agreement, the Assignor and the Assignee entered into that certain Intellectual Property Agreement, dated as of the date hereof (as amended, modified or supplemented from time to time in accordance with its terms, the “IP Agreement,” and together with the Purchase Agreement, the “Transaction Agreements”); and

WHEREAS, pursuant to the IP Agreement, the Assignor hereby agrees to sell, convey, assign, and transfer to the Assignee, and the Assignee hereby agrees to accept, receive, and assume from the Assignor, all obligations and liabilities accruing under or in connection with all of the Assignor’s entire worldwide right, title and interest in and to the Trademarks listed in Schedule 1 hereto, together with all goodwill of any business associated therewith and all applications, registrations and renewals in connection therewith (the “Assigned Trademarks”).

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein and in the Transaction Agreements, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. Capitalized terms used herein and not defined herein have the meanings set forth in the Transaction Agreements.

Section 2. Assignment. The Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to the Assignee, and the Assignee hereby accepts, receives, and assumes from the Assignor, all obligations and liabilities accruing under or in connection with all of the Assignor’s entire worldwide right, title and interest in and to the Assigned Trademarks, including, without limitation, (a) any and all royalties, fees, damages, income, payments and other proceeds due or payable as of and following the Effective Date with respect to any and all of the foregoing; (b) all rights of any kind whatsoever of the Assignor accruing under any of the foregoing provided by applicable law, including, without limitation, the right, if any, to register, prosecute, maintain and defend the Assigned Trademarks before any public or private agency or registrar; (c) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after

the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, or misuse, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and (d) the right to fully and entirely stand in the place of the Assignor in all matters related thereto.

Notwithstanding anything to the contrary contained herein, the Assigned Trademarks shall not include any application for registration of a trademark that would be invalidated, canceled, voided or abandoned due to the conveyance, assignment and/or transfer of the Assigned Trademarks hereunder, including intent-to-use applications filed with the United States Patent and Trademark Office pursuant to 15 USC Section 1051(b) prior to the filing and acceptance of a statement of use or amendment to allege use pursuant to 15 USC 1051(c) or (d), unless and until such time that the conveyance, assignment and/or transfer of the Assigned Trademarks hereunder will not cause such trademark to be invalidated, canceled, voided or abandoned.

Section 3. Authorization. The Assignor hereby requests and authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and any other applicable Governmental Authority or registrar (including any applicable foreign or international office or registrar), to record and register the Assignee as the owner of the Assigned Trademarks, and to issue any and all registrations for the Assigned Trademarks to the Assignee.

Section 4. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New York, without reference to its choice of law principles.

Section 5. Entire Agreement. This Agreement, together with the Transaction Agreements, and the Exhibits and Schedules hereto and thereto, contain the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the parties hereto with respect to the subject matter hereof other than those set forth or referred to herein or therein. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any party hereto, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of each party hereto. The parties hereto intend that this Agreement is for recordation purposes only and its terms shall not alter, modify, expand or diminish the terms and conditions of the Transaction Agreements, which govern the parties' rights and interests in the Assigned Trademarks. In the event of a conflict between this Agreement and the Transaction Agreements, the terms of the Transaction Agreements shall govern.

Section 6. Further Assurances. Each party covenants and agrees that, without any additional consideration, but at the sole cost and expense of the requesting party, it shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate this Agreement.

Section 7. Counterparts. This Agreement may be executed in any number of separate counterparts (including by portable document format (.pdf) or other electronic means), each of which is an original but all of which taken together shall constitute one and the same instrument.

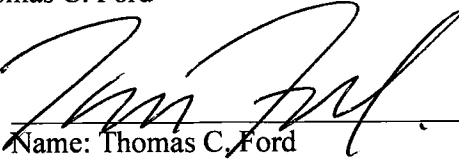
[Signature Pages Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNOR:

Thomas C. Ford

By: _____


Name: Thomas C. Ford

ASSIGNEE:

001 DEL LLC

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNOR:

Thomas C. Ford

By: _____
Name: Thomas C. Ford

ASSIGNEE:

001 DEL LLC

By:  _____
Name: Rita Odin
Title: Senior Vice President and Deputy
General Counsel, Intellectual Property

Schedule 1

Assigned Trademarks

Mark	Jurisdiction	Registration No.	Registration Date	Application No.	Filing Date
"T" Design (front of eyewear)	United States	4917382	2016-03-15	86/503312	2015-01-14
"T" Design (stem of eyewear)	United States	4917383	2016-03-15	86/503355	2015-01-14
TF (Stylized)	United States	4016169	2011-08-23	77/073498	2006-12-29
TF (Stylized)	United States	3890420	2010-12-14	77/073433	2006-12-29
TF (Stylized)	United States	4016171	2011-08-23	77/112703	2007-02-21
TF (STYLIZED)	United States	6085750	2020-06-23	88/717867	2019-12-06
TOM FORD	United States	3395679	2008-03-11	78/296023	2003-09-04
TOM FORD	United States	3076975	2006-04-04	75/751901	1999-07-15
TOM FORD	United States	3127260	2006-08-08	76/409713	2002-05-17
TOM FORD	United States	2927082	2005-02-22	75/439627	1998-02-24
TOM FORD	United States	3450857	2008-06-17	78/586822	2005-03-14
TOM FORD	United States	3437685	2008-05-27	78/586838	2005-03-14
TOM FORD	United States	3410387	2008-04-08	78/586846	2005-03-14
TOM FORD	United States	5147580	2017-02-21	86/779690	2015-10-06
TOM FORD	United States	3230996	2007-04-17	78/586874	2005-03-14
TOM FORD (Stylized)	United States	3205696	2007-02-06	78/840237	2006-03-17
ARABIAN WOOD W/TOM FORD	United States	5782270	2019-06-18	87453481	2017-05-17
BEAU DE JOUR W/TOM FORD	United States	5710883	2019-03-26	87705247	2017-12-01

Mark	Jurisdiction	Registration No.	Registration Date	Application No.	Filing Date
BITTER PEACH W/TOM FORD	United States	6913509	2022-11-29	88819094	2020-03-03
BLACK ORCHID	United States	3229399	2007-04-17	78/852148	2006-04-02
BLACK ORCHID	United States	3229399	2017-09-20	TMK 17-00963	2017-09-20
BLACK ORCHID W/TOM FORD (BOTTLE DESIGN EAU DE PARFUM)	United States	3523251	2008-10-28	77254553	2007-08-14
CAFE ROSE W/TOM FORD	United States	4329148	2013-04-30	85522422	2012-01-23
COSTA AZZURRA W/TOM FORD	United States	5255020	2017-08-01	87255280	2016-12-02
EMOTIONPROOF	United States	6018400	2020-03-24	88595593	2019-08-28
FLEUR DE PORTOFINO W/TOM FORD	United States	4805308	2015-09-01	86360000	2014-08-07
FLEUR DE PORTOFINO W/TOM FORD	United States	5120378	2017-01-10	86680223	2015-07-01
FOUGÈRE D'ARGENT	United States	6048207	2020-05-05	87841120	2018-03-20
FOUGÈRE PLATINE	United States	5729512	2019-04-16	87841007	2018-03-20
FUCKING FABULOUS	United States	6000551	2020-03-03	88490888	2019-06-26
FUCKING FABULOUS W/TOM FORD	United States	6161059	2020-09-29	87728806	2017-12-20
JASMIN ROUGE W/TOM FORD	United States	4199278	2012-08-28	85210099	2011-01-04
LOST CHERRY	United States	6196838	2020-11-10	88707538	2019-11-26
LOST CHERRY W/TOM FORD	United States	6342717	2021-05-04	88707527	2019-11-26
LOST CHERRY W/TOM FORD	United States	6196837	2020-11-10	88707523	2019-11-26
METALLIQUE W/TOM FORD	United States	5898440	2019-10-29	88063089	2018-08-02
NEROLI PORTOFINO W/TOM FORD	United States	4465418	2014-01-14	85935460	2013-05-17

Mark	Jurisdiction	Registration No.	Registration Date	Application No.	Filing Date
NOIR ANTHRACITE	United States	5623467	2018-12-04	87436271	2017-05-04
NOIR ANTHRACITE W/TOM FORD	United States	5623468	2018-12-04	87436275	2017-05-04
NOIR EXTREME W/TOM FORD	United States	4805090	2015-09-01	86298950	2014-06-03
NOIR EXTREME W/TOM FORD	United States	5110650	2016-12-27	86680263	2015-07-01
OMBRE LEATHER W/TOM FORD	United States	5586880	2018-10-16	87259353	2016-12-06
ODD FLEUR W/TOM FORD	United States	4585627	2014-08-12	85938175	2013-05-21
ODD MINERALE	United States	5342939	2017-11-21	87310591	2017-01-23
ODD MINERALE W/TOM FORD	United States	5509339	2018-07-03	87310368	2017-01-23
PRIVATE BLEND	United States	3669721	2009-08-18	77001683	2006-09-18
PRIVATE BLEND	United States	5324806	2017-10-31	86983141	2016-02-02
RESEARCH W/TOM FORD	United States	5945198	2019-12-24	88025630	2018-07-04
ROSE PRICK W/TOM FORD	United States	6206672	2020-11-24	88452989	2019-05-30
SANTAL BLUSH W/TOM FORD	United States	4199279	2012-08-28	85210159	2011-01-04
SOLE DI POSITANO W/TOM FORD	United States	5302283	2017-10-03	86890171	2016-01-28
SOLEIL BLANC W/TOM FORD	United States	5009315	2016-07-26	86675359	2015-06-26
SOLEIL NEIGE W/TOM FORD	United States	6228516	2020-12-22	88063094	2018-08-02
SOLEIL W/TOM FORD	United States	5661761	2019-01-22	86728144	2015-08-18
TOM FORD VANILLE FATALE	United States	5776436	2019-06-11	87662122	2017-10-27
TUBÉREUSE NUE W/TOM FORD	United States	6790228	2022-07-12	88900962	2020-05-05

Mark	Jurisdiction	Registration No.	Registration Date	Application No.	Filing Date
VELVET GARDENIA	United States	5729480	2019-04-16	87830604	2018-03-12
VERT BOHEME W/TOM FORD	United States	5177742	2017-04-04	86890139	2016-01-28
WHITE PATCHOULI W/TOM FORD	United States	3544448	2008-12-09	77234448	2007-07-20
WHITE PATCHOULI W/TOM FORD (BOTTLE DESIGN)	United States	3680394	2009-09-08	77254683	2007-08-14
ORCHID SOLEIL	United States	5110643	2016-12-27	86675357	2015-06-26
LIPS & BOYS	United States	4974694	2016-06-07	86616660	2015-05-01
TOM FORD BLACK ORCHID	United States	5176794	2017-04-04	86397482	2014-09-17
TOM FORD OMBRE LEATHER 16	United States	5148281	2017-02-21	87021580	2016-05-02
SOLEIL BRÛLANT W/TOM FORD	United States	7006758	2023-03-21	90037533	2020-07-06
TOM FORD ROSE DE CHINE	United States			90694581	2021-05-06