

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM816645

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hunter Boots Limited		06/02/2023	Private Limited Company:
RECEIVING PARTY DATA			
Name:	ABG Hunter LLC		
Street Address:	251 Little Falls Drive		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	75333011	HUNTER	
Serial Number:	85840005	HUNTER ARGYLL	
Serial Number:	88834284	HUNTER ARGYLL	
Serial Number:	85839994	HUNTER BALMORAL	
Serial Number:	88834313	HUNTER BALMORAL	
Serial Number:	87250925	HUNTER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6464909839		
Email:	trademark@authentic.com		
Correspondent Name:	Bridgette Fitzpatrick		
Address Line 1:	1411 Broadway, 21st Fl.		
Address Line 2:	Authentic Brands Group LLC		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Bridgette Fitzpatrick		
SIGNATURE:	/Bridgette Fitzpatrick/		
DATE SIGNED:	06/12/2023		

OP \$165.00 75333011

Total Attachments: 5

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SCHEDULE A

Trade Mark Assignment Deed

This TRADE MARK ASSIGNMENT DEED (this "Trade Mark Assignment"), is entered into on this 11 day of November, 2023 (the "Effective Date"), is by and between:

- (1) **ABG HUNTER LLC**, a company incorporated in Delaware, with file number 7474055, having its registered office at 251 Little Falls Drive, Wilmington, DE 19808, United States of America ("Assignee");
- (2) **HUNTER BOOT LIMITED (IN ADMINISTRATION)**, a private limited company incorporated under the laws of Scotland with registered number SC327869, having its registered office at Westcott House, 4 Ferrymuir, South Queensferry EH30 9QZ, Scotland (the "Assignor"), acting by the Administrators (as defined below); and
- (3) **CLARE KENNEDY** and **DANIEL IMISON** of AlixPartners UK LLP, 6 New Street Square, London EC4A 3BF and **CATHERINE WILLIAMSON** of AlixPartners UK LLP, Ship Canal House, 8th Floor, King Street, Manchester M2 4WU, as joint administrators of the Assignor (together the "Administrators").

WHEREAS, Assignor and Assignee are parties to that certain Intellectual Property Assignment Agreement of even date herewith (the "Intellectual Property Assignment"), which provides for the transfer of certain intellectual property assets from Assignor to Assignee;

WHEREAS, the Administrators act as agents of the Assignor and are joined as a party to this deed solely for the purpose of receiving the benefit of the provisions in their favour contained in it;

WHEREAS, in accordance with the Intellectual Property Assignment, Assignor has assigned and Assignee has acquired the Trade Marks (as defined in the Intellectual Property Assignment) identified on Schedule A attached hereto, including all goodwill associated therewith and symbolized thereby.

NOW THEREFORE, in consideration of the premises and the mutual warranties, representations, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Intellectual Property Assignment.

2. Assignment. In accordance with the Intellectual Property Assignment, Assignor confirms Assignor has irrevocably sold, assigned, conveyed, transferred and delivered to Assignee such right, title and interest as Assignor had (if any) in, to and under the Trade Marks, including, without limitation, any registrations, applications, renewals and extensions therefor, together with the goodwill associated and symbolized thereby, effective as of the date hereof.

3. Authorization and Recordation. Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks and any other applicable governmental authority or registrar to record and register Assignee as the owner of the Trade Marks, and to issue any and all Trade Marks to Assignee, as assignee of such right, title and interest which Assignor had (if any) in and to the Trade Marks. Assignee shall have the right to record this Trade Mark Assignment with all applicable governmental authorities and registrars so as to perfect ownership of the Trade Marks.

4. Sale Agreement. This Trade Mark Assignment is ultimately being executed and delivered pursuant to the Sale Agreement. The provisions of clauses 19 (*Exclusions*), 33 (*No Personal Liability of Administrators*) and Schedule 11 (*Exclusions*) of the Sale Agreement shall apply to this Trade Mark Assignment as if set out in it in full.

5. Effective Date. The Effective Date of this Trade Mark Assignment is the First Completion date, as defined in the Sale Agreement.

6. Counterparts. This Trade Mark 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 agreement. Such counterparts may be delivered in electronic format (including by electronic mail).

[Remainder of page intentionally left blank; signature page to follow.]

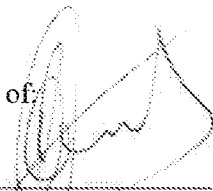
This Trade Mark Assignment has been executed as a deed and is delivered and takes effect on Effective Date.

ASSIGNOR:

Clare Kennedy

Executed as a deed by
HUNTER BOOT LIMITED
(IN ADMINISTRATION)
acting by CLARE KENNEDY
one of its joint Administrators (as agent
and without personal liability)

in the presence of:


Witness: 
Name: DOMINIC KENNEDY
Address: 5 SNOWBURY RD
LONDON, SW6 2NR
Occupation: INVOICE BROKER

ADMINISTRATORS:

Clare Kennedy

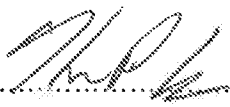
Executed as a deed by the
ADMINISTRATORS
by CLARE KENNEDY
one of the joint Administrators
(without personal liability)

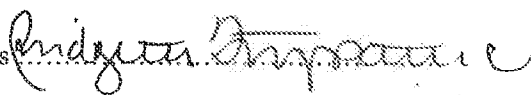
in the presence of:

Witness: 
Name: DOMINIC KENNEDY
Address: 5 SNOWBURY RD
LONDON, SW6 2NR
Occupation: INVOICE BROKER

[Signature Page to the Trade Mark Assignment Agreement]

EXECUTED as a deed by)
ABG HUNTER LLC)
acting by an officer)
in the presence of:)


.....
Name: Kevin Clarke
Title: Executive Vice Chairman

Witness 

Name BRIDGETTE FITZPATRICK

Address 111 BROADWAY, NEW YORK, NY 10018

Occupation ATTORNEY

[Signature Page to the Trade Mark Assignment Agreement]

