

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM820727

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900775249

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VINCE, LLC		05/25/2023	Corporation:

RECEIVING PARTY DATA

Name:	ABG-VINCE LLC
Street Address:	1411 Broadway, 21st Fl.
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Serial Number:	86978017	VINCE.
Serial Number:	85129380	VINCE.
Serial Number:	85129527	VINCE.
Serial Number:	85129401	VINCE.
Serial Number:	97139034	VINCE.
Serial Number:	88979933	VINCE. ASSEMBLED
Serial Number:	90976062	VINCE. BABY
Serial Number:	97329449	V VINCE. EST. 2002
Serial Number:	97715378	VINCE. ASSEMBLED
Serial Number:	90080064	VINCE. BABY
Serial Number:	90433966	VINCE. TRAVELER
Serial Number:	97077214	CRAFTED BY VINCE
Serial Number:	97166649	CRAFTED BY VINCE
Serial Number:	87743617	VINCE
Serial Number:	86977980	VINCE
Serial Number:	90241777	VINCE
Serial Number:	87977980	VINCE
Serial Number:	85542556	VINCE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87981009	VINCE
Serial Number:	76380074	VINCE
Serial Number:	88983502	VINCE
Serial Number:	87029332	VINCE
Serial Number:	87975201	VINCE
Serial Number:	85983917	VINCE
Serial Number:	88984427	VINCE
Serial Number:	97320103	VINCE
Serial Number:	87981030	VINCE
Serial Number:	77372502	VINCE
Serial Number:	87981167	VINCE
Serial Number:	87977889	VINCE
Serial Number:	90312431	VINCE
Serial Number:	88804206	VINCE
Serial Number:	88890034	VINCE
Serial Number:	88712311	VINCE
Serial Number:	97167285	VINCE
Serial Number:	88805255	VINCE
Serial Number:	97262504	VINCE
Serial Number:	88890026	VINCE
Serial Number:	97138982	VINCE
Serial Number:	88814797	VINCE
Serial Number:	90976053	VINCE BABY
Serial Number:	90080087	VINCE BABY
Serial Number:	90976575	VINCE TRAVELER
Serial Number:	90353713	VINCE TRAVELER
Serial Number:	88118158	VINCE UNFOLD
Serial Number:	88980130	VINCE. ASSEMBLED
Serial Number:	97715369	VINCE. ASSEMBLED
Serial Number:	88445388	VINCE. UNFOLD
Serial Number:	97521839	WARDROBE ESSENTIALS

CORRESPONDENCE DATA

Fax Number:

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: 6464909839

Email: trademark@authentic.com

Correspondent Name: Bridgette Fitzpatrick

Address Line 1: 1411 Broadway, 21st Fl.

TRADEMARK

REEL: 008114 FRAME: 0073

Address Line 4:	New York, NEW YORK 10018
NAME OF SUBMITTER:	Bridgette Fitzpatrick
SIGNATURE:	/Bridgette Fitzpatrick/
DATE SIGNED:	06/29/2023
Total Attachments: 10 source=VINCE Trademark Assignment Agreement (Executed)#page1.tif source=VINCE Trademark Assignment Agreement (Executed)#page2.tif source=VINCE Trademark Assignment Agreement (Executed)#page3.tif source=VINCE Trademark Assignment Agreement (Executed)#page4.tif source=VINCE Trademark Assignment Agreement (Executed)#page5.tif source=VINCE Trademark Assignment Agreement (Executed)#page6.tif source=VINCE Trademark Assignment Agreement (Executed)#page7.tif source=VINCE Trademark Assignment Agreement (Executed)#page8.tif source=VINCE Trademark Assignment Agreement (Executed)#page9.tif source=VINCE Trademark Assignment Agreement (Executed)#page10.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”), is entered into as of May 25, 2023 (the “Effective Date”), by and between VINCE, LLC, a Delaware limited liability company (“Assignor”) and ABG-VINCE LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor and Assignee are parties to that certain Intellectual Property Asset Purchase Agreement dated as of April 21, 2023 (as amended, restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof, the “Agreement”), providing, subject to the terms and conditions set forth therein, effective as of the Closing Date, for the sale, transfer, assignment, conveyance and delivery by Assignor to Assignee of all of Assignor’s right, title and interest in and to all Intellectual Property Assets (as such term is defined in the Agreement), on the terms set forth in the Agreement;

WHEREAS, the Intellectual Property Assets include the trademarks and service mark registrations and applications for registration identified on the attached Schedule A (the “Assigned Trademarks”); and

WHEREAS, in accordance with the Agreement, Assignor desires to assign to Assignee, and Assignee so desires to acquire the Assigned Trademarks identified on Schedule A, 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 Agreement.

2) Assignment. Assignor does hereby sell, assign, convey, transfer and deliver to Assignee, its successors and assigns: (a) all of Assignor’s worldwide right, title and interest in and to the Assigned Trademarks, including, without limitation, any registrations, applications, renewals and extensions therefor, together with the ongoing and existing business of Assignor to which the Assigned Trademarks pertain and the goodwill associated with the Assigned Trademarks and symbolized thereby, effective as of the Closing Date and on the terms set forth in the Agreement; and (b) all other rights accruing thereunder or pertaining thereto in any jurisdiction throughout the world for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors and assigns, as full and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including: (i) claims, causes of action and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, misappropriation, dilution, conflict with or other violation of any of the foregoing, and all income, royalties or payments due or payable as of the Closing Date or thereafter in respect of any of the foregoing; and (ii) rights to apply in any or all countries of the world for trademark protection for the Assigned Trademarks, in each case, effective as of the Closing Date and on the terms set forth in the Agreement.

3) 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 Assigned Trademarks, and to issue any and all Assigned Trademarks to Assignee, as assignee of all of Assignor's right, title and interest in and to the Assigned Trademarks. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect ownership of the Assigned Trademarks.

4) Other Provisions. Sections 9.2 (Notices), 9.3 (Governing Law; Disputes), 9.4 (Waiver of Jury Trial), 9.6 (Assignability; Binding Effect), 9.7 (Amendments), 9.8 (Severability), 9.10 (Certain Interpretative Matters), 9.11 (Execution in Counterparts), and 9.12 (Dispute Resolution; Submission to Jurisdiction) of the Agreement are hereby incorporated by reference into this Agreement and the provisions of such Sections shall be applied, *mutatis mutandis*, to this Agreement.

5) Agreement. Notwithstanding anything in this Assignment to the contrary, nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Agreement, all of which shall survive the delivery of this Assignment to the extent provided in the Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms and conditions of the Agreement, the Agreement will govern.

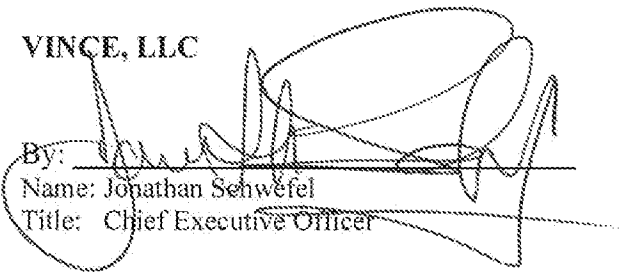
6) Further Assurances. Without further consideration, at Assignee's reasonable request, Assignor agrees to execute and deliver such other documents and to take such other actions as the Assignee may reasonably request in order to effectuate the purposes of this Assignment and to consummate the actions contemplated hereby, including executing, acknowledging and delivering to Assignee such further assurances, deeds, assignments, powers of attorney, bills of sale, consents and other instruments and documents as may be necessary to effectuate, confirm and/or record the assignment of the Assigned Trademarks granted herein to Assignee, at Assignee's cost, with any applicable government entity.

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

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Assignment as of the date first above written.


ASSIGNOR:

VINCE, LLC

By: 
Name: Jonathan Schwefel
Title: Chief Executive Officer

STATE OF NEW YORK)
COUNTY OF NEW YORK)

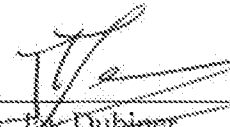
On the 23rd day of May in the year 2023, before me, personally appeared Jonathan Schwefel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledges to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which he acted, executed the instrument.


Notary Public



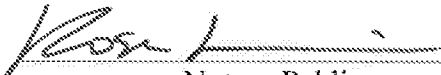
ASSIGNEE:

ABG-Vince LLC

By: 
Name: Jay Dubiner
Title: Chief Legal Officer

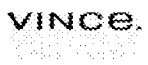




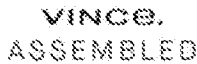
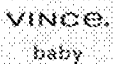

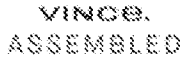
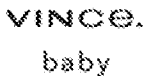

STATE OF NEW YORK)
COUNTY OF NEW YORK)

On the ____ day of _____ in the year 2023, before me, personally appeared JAY DUBINER 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 acknowledges to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which he/she acted, executed the instrument.


Notary Public

ROSE E. DORAZIO
Notary Public, State of New York
Reg. No. 02DO6380027
Qualified in New York County
Commission Expires 01-10-2027

[Signature page to Trademark Assignment Agreement]

Trademark	Jurisdiction	Appl. No.	Appl. Date	Reg. No.	Reg. Date
VINCE	United Kingdom	UK00800960474	Apr 9, 2008	UK00800960474	Apr 20, 2009
VINCE	United Kingdom	UK00801268747	Jul 29, 2015	UK00801268747	Aug 17, 2016
VINCE	United Kingdom	UK00918080315	Jun 10, 2019	UK00918080315	Sep 21, 2019
VINCE	United Kingdom	UK00003467062	Feb 14, 2020	UK00003467062	Aug 9, 2020
VINCE	United Kingdom	UK00801526960	Mar 9, 2020	UK00801526960	Sep 14, 2020
	United States of America	86978017	Apr 10, 2014	4902935	Feb 16, 2016
	United States of America	85129380	Sep 14, 2010	3954984	May 3, 2011
	United States of America	85129527	Sep 14, 2010	4258156	Dec 11, 2012
	United States of America	85129401	Sep 14, 2010	3954985	May 3, 2011
	United States of America	97139034	Nov 23, 2021	N/A	N/A
	United States of America	88979933	May 28, 2019	6472250	Aug 31, 2021
	United States of America	90976062	Jul 29, 2020	6641227	Feb 8, 2022
	United States of America	97329449	Mar 24, 2022	N/A	N/A
	United States of America	97715378	Dec 13, 2022	N/A	N/A
	United States of America	90080064	Jul 29, 2020	N/A	N/A
	United States of America	90433966	Dec 30, 2020	N/A	N/A

Trademark	Jurisdiction	Appl. No.	Appl. Date	Reg. No.	Reg. Date
CRAFTED BY VINCE	United States of America	97077214	Oct 15, 2021	6894917	Nov 8, 2022
CRAFTED BY VINCE	United States of America	97166649	Dec 10, 2021	6924711	Dec 13, 2022
VINCE	United States of America	87743617	Jan 4, 2018	6694419	Apr 5, 2022
VINCE	United States of America	86977980	Apr 11, 2014	4902930	Feb 16, 2016
VINCE	United States of America	90241777	Oct 8, 2020	6402235	Jun 29, 2021
VINCE	United States of America	87977980	Oct 28, 2016	5557147	Sep 4, 2018
VINCE	United States of America	85542556	Feb 14, 2012	4251580	Nov 27, 2012
VINCE	United States of America	87981009	May 9, 2016	5808245	Jul 16, 2019
VINCE	United States of America	76380074	Mar 8, 2002	2929250	Mar 1, 2005
VINCE	United States of America	88983502	Dec 2, 2019	6640240	Feb 8, 2022
VINCE	United States of America	87029332	May 9, 2016	5973431	Jan 28, 2020
VINCE	United States of America	87975201	May 9, 2016	5215427	May 30, 2017
VINCE	United States of America	85983917	Apr 4, 2013	4871120	Dec 15, 2015
VINCE	United States of America	88984427	Dec 2, 2019	6847273	Sep 13, 2022
VINCE	United States of America	97320103	Mar 18, 2022	6895275	Nov 8, 2022
VINCE	United States of America	87981030	Jan 4, 2018	5808249	Jul 16, 2019

Trademark	Jurisdiction	Appl. No.	Appl. Date	Reg. No.	Reg. Date
VINCE	United States of America	77372502	Jan 15, 2008	3680680	Sep 8, 2009
VINCE	United States of America	87981167	Oct 28, 2016	5840835	Aug 20, 2019
VINCE	United States of America	87977889	Oct 28, 2016	5537419	Aug 7, 2018
VINCE	United States of America	90312431	Nov 11, 2020	6403547	Jun 29, 2021
VINCE	United States of America	88804206	Feb 20, 2020	N/A	N/A
VINCE	United States of America	88890034	Apr 27, 2020	N/A	N/A
VINCE	United States of America	88712311	Dec 2, 2019	N/A	N/A
VINCE	United States of America	97167285	Dec 10, 2021	N/A	N/A
VINCE	United States of America	88805255	Feb 21, 2020	N/A	N/A
VINCE	United States of America	97262504	Feb 10, 2022	N/A	N/A
VINCE	United States of America	88890026	Apr 27, 2020	N/A	N/A
VINCE	United States of America	97138982	Nov 23, 2021	N/A	N/A
VINCE	United States of America	88814797	Feb 28, 2020	N/A	N/A
VINCE BABY	United States of America	90976053	Jul 29, 2020	6741356	May 24, 2022
VINCE BABY	United States of America	90080087	Jul 29, 2020	N/A	N/A
VINCE TRAVELER	United States of America	90976575	Dec 2, 2020	6726458	May 24, 2022

Trademark	Jurisdiction	Appl. No.	Appl. Date	Reg. No.	Reg. Date
VINCE TRAVELER	United States of America	90353713	Dec 2, 2020	N/A	N/A
VINCE UNFOLD	United States of America	88118158	Sep 14, 2018	5985464	Feb 11, 2020
VINCE. ASSEMBLED	United States of America	88980130	May 28, 2019	6472251	Aug 31, 2021
VINCE. ASSEMBLED	United States of America	97715369	Dec 13, 2022	N/A	N/A
Vince. Unfold	United States of America	88445388	May 24, 2019	5931365	Dec 10, 2019
WARDROBE ESSENTIALS	United States of America	97521839	Jul 27, 2022	N/A	N/A
VINCE	Vietnam	4-2015-19384	Sep 16, 2013	303013	Jul 5, 2018
VINCE	Vietnam	4-2016-23515	Aug 2, 2016	307676	Nov 7, 2018
VINCE	WIPO	1230411	Sep 23, 2014	1230411	Sep 23, 2014
VINCE	WIPO	960474	Apr 9, 2008	960474	Apr 9, 2008
VINCE	WIPO	1268747	Jul 29, 2015	1268747	Jul 29, 2015
VINCE	WIPO	1526960	Mar 9, 2020	1526960	Mar 9, 2020

**POWER OF ATTORNEY
(Trademarks)**

The undersigned, VINCE, LLC (“ASSIGNOR”), hereby appoints ABG-VINCE LLC, a Delaware limited liability company (the “COMPANY”), and any and all officers thereof, as the undersigned’s true and lawful attorney-in-fact and agent, effective as of the closing of the transactions contemplated by that certain Intellectual Property Purchase Agreement dated as of April 21, 2023, as amended, restated, supplemented, and/or otherwise modified from time to time in accordance with the terms thereof (the “Purchase Agreement”), by and among ASSIGNOR and the COMPANY, for its use and benefit solely as follows:

Prepare, execute in the undersigned’s name and on the undersigned’s behalf, and submit to the proper authority any and all documents necessary or desirable to effectuate, confirm, file and/or record a transfer or assignment to the COMPANY of all worldwide rights in and to the Assigned Trademarks (as such term is defined in that certain Trademark Assignment Agreement, dated as of May 25, 2023 by and between ASSIGNOR and the COMPANY (the “Trademark Assignment”)); and

The undersigned hereby grants to such attorney-in-fact full irrevocable power and authority, in the place of ASSIGNOR and in the name of ASSIGNOR, or in its own name as nominee for ASSIGNOR, to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution and delegation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact’s substitute or substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted.

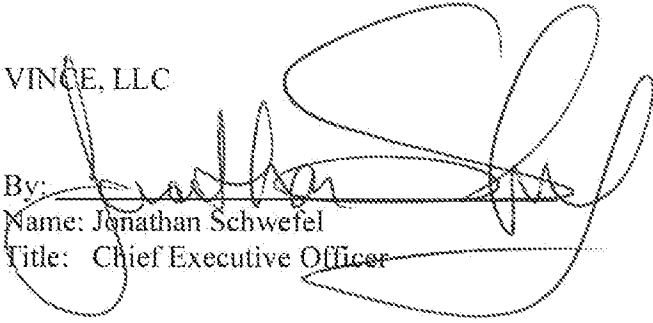
This Power of Attorney is coupled with an interest and, as such, is irrevocable. This Power of Attorney is governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any jurisdiction other than the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, ASSIGNOR has caused this Power of Attorney to be executed by its duly authorized representative.


Dated: May 25, 2023

VINCE, LLC

By: 
Name: Jonathan Schwefel
Title: Chief Executive Officer

STATE OF NEW YORK)
COUNTY OF NEW YORK)

On the 23rd day of May in the year 2023, before me, personally appeared Jonathan Schwefel, 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 acknowledges to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which he acted, executed the instrument.



Notary Public



[Signature Page to Power of Attorney (Trademarks)]