

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM820767

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	LICENSE
RESUBMIT DOCUMENT ID:	900781546

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bonobos, Inc.		05/23/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Express, Inc.
Street Address:	1 Express Drive
City:	Columbus
State/Country:	OHIO
Postal Code:	43230
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3559959	BONOBOS
Registration Number:	4739250	BONOBOS
Registration Number:	5235376	BONOBOS
Registration Number:	6042907	BONOBOS
Registration Number:	5550975	BONOBOS
Registration Number:	5285170	GUIDESHOP
Registration Number:	5207334	I BONOBO YOU
Registration Number:	5736798	JETSETTER
Registration Number:	6455319	THE WFHQ PANT
Serial Number:	97028411	FIELDER BONOBOS
Serial Number:	97029200	F

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128622272

Email: carrie.rosenberg@kirkland.com

Correspondent Name: Carrie Rosenberg

Address Line 1: Kirkland and Ellis

TRADEMARK

Address Line 2: 300 N LaSalle
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 22255-37

NAME OF SUBMITTER: Carrie Rosenburg

SIGNATURE: /Carrie Rosenburg/

DATE SIGNED: 06/29/2023

Total Attachments: 5

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TRADEMARK LICENSE AGREEMENT RECORDATION

THIS TRADEMARK LICENSE AGREEMENT RECORDATION ("Recordation") is effective as of May 23, 2023 (the "Effective Date") and entered into by and between Bonobos Inc., with its principal place of business at 530 Fifth Avenue, 12th Floor, New York, NY 10036 ("Licensor") and Express, Inc., a Delaware corporation with its principal place of business at 1 Express Drive, Columbus, OH 43230 ("Licensee"). Licensor and Licensee may each be referred to as a "Party" and together as the "Parties."

WHEREAS, Licensor is the exclusive owner of the entire right, title and interest, in and to the Licensed Trademarks (as defined below);

WHEREAS, the Parties are party to that certain License Agreement dated as of the Effective Date (as may be amended, supplemented, amended and restated or otherwise modified from time to time), whereby Licensor granted Licensee an exclusive license to use the Licensed Trademarks in connection with the operation of its business; and

WHEREAS, the Parties desire to record the existence of such License Agreement with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and in further consideration of the respective covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to all applicable terms and conditions of the License Agreement, which are incorporated herein by reference, the Parties agree as follows:

1. License Grant. Pursuant to the License Agreement, Licensor granted Licensee an exclusive license to use the trademark "Bonobos" and other trademarks described in the License Agreement (including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto) (all of the foregoing trademarks, together with the goodwill associated therewith, collectively, the "Licensed Trademarks") in the United States (including its territories and possessions and its military bases anywhere in the world).
2. Further Assurances. Upon reasonable request of a Party, the other Party shall execute and deliver documents and provide such Party with cooperation and assistance to effectuate the terms of this Recordation.
3. Miscellaneous.
 - A. The terms of this Recordation shall not modify the applicable terms and conditions of the License Agreement. In the event of any conflict or inconsistency between the terms of this Recordation and the License Agreement, the terms of the License Agreement shall control with respect to such conflict or inconsistency.
 - B. This Recordation, including the validity hereof and the rights and obligations of the Parties hereunder shall be construed in accordance with and governed by the laws of the State of Delaware applicable to contracts made and to be executed entirely in such state (without giving effect to the conflicts of law provisions thereof).
 - C. This Recordation may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Both Parties agree that this Recordation and any orders, supplemental terms or amendments to this Recordation, including any document adopting any of the foregoing, may be executed

by each Party electronically, via facsimile signature or by a digitally generated signature which demonstrates the intent of the Party to be bound by the terms of this Recordation. (See, "Electronic Signature" as defined in the E-SIGN Act, 15 U.S.C. §7001 et seq.). Both Parties agree that such manifestation of intent to be bound evidenced by a digitally generated signature is equally valid and enforceable as a handwritten signature in order to bind each Party.

[Signature page follows]


IN WITNESS WHEREOF, by their signatures below, the parties enter into this Agreement as of the Effective Date.

LICENSOR

LICENSEE

BONOBOS, INC.

EXPRESS, INC.

By: 
Name: Yehuda Shmidman
Title: President and Chief Executive Officer

By: _____
Name: Timothy Baxter
Title: CEO

IN WITNESS WHEREOF, by their signatures below, the parties enter into this Agreement as of the Effective Date.

LICENSOR

LICENSEE

BONOBOS, INC.

EXPRESS, INC.

By: _____
Name:
Title:

DocuSigned by:
Tim Baxter
OF06205656E6423...
By: _____
Name: Timothy Baxter
Title: Chief Executive Officer

SCHEDULE A

Trademark Registrations and Applications

MARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE	STATUS	REGISTERED OWNER
BONOBOS	77/372,978	1/16/2008	3559959	1/13/2009	Registered	Bonobos, Inc.
BONOBOS	85/001,375	3/29/2010	4739250	5/19/2015	Registered	Bonobos, Inc.
BONOBOS	87/130,662	8/8/2016	5235376	7/4/2017	Registered	Bonobos, Inc.
BONOBOS	87/363,641	3/8/2017	6042907	4/28/2020	Registered	Bonobos, Inc.
BONOBOS	87/862,536	4/4/2018	5550975	8/28/2018	Registered	Bonobos, Inc.
GUIDESHOP	87/337,285	2/15/2017	5285170	9/12/2017	Registered	Bonobos, Inc.
I BONOBO YOU	86/879,915	1/19/2016	5207334	5/23/2017	Registered	Bonobos, Inc.
JETSETTER	87/362,908	3/8/2017	5736798	4/30/2019	Registered	Bonobos, Inc.
THE WFHQ PANT	90/329,765	11/19/2020	6455319	8/17/2021	Registered	Bonobos, Inc.
FIELDER BONOBOS	97/028,411	9/15/2021	--	--	Pending	Bonobos, Inc.
F (stylized)	97/029,200	9/15/2021	--	--	Pending	Bonobos, Inc.