

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835438

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GAGB LLC		08/24/2023	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Capelli Sport LLC		
Street Address:	3 Empire Blvd		
City:	S. Hackensack		
State/Country:	NEW JERSEY		
Postal Code:	07606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4628175	CAPELLI	
Registration Number:	5305977	CAPELLI SPORT	
Registration Number:	5329770	CAPELLI SPORT	
Registration Number:	5329781	CAPELLI SPORT	
CORRESPONDENCE DATA			
Fax Number:	2125304488		
<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:	2125304400		
Email:	john@bozlaw.com		
Correspondent Name:	John P. Bostany		
Address Line 1:	3 World Financial Center		
Address Line 2:	24th Floor		
Address Line 4:	New York, NEW YORK 10281		
NAME OF SUBMITTER:	John P. Bostany		
SIGNATURE:	/JPB/		
DATE SIGNED:	08/29/2023		
Total Attachments: 3			
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ASSIGNMENT OF TRADEMARKS and LICENSE

Whereas GAGB LLC ("Assignor") is the title owner of the Trademark CAPELLI registered in the United States Patent and Trademark Office ("USPTO") with Registration No. 4,628,175; as well as the Trademark CAPELLI SPORT as registered in the USPTO in Classes 16, 20, 21, 27, 28 and 41 with Registration Nos.: 5305977, 5329770, and 5329781; as well as the unregistered Trademark CAPELLI SPORT in Classes 18 and 25 with respect to sports related goods, bags and apparel (all marks in this paragraph collectively referred to as "Assigned Marks"); and

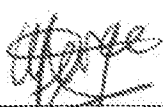
Whereas, CAPELLI SPORT LLC ("Assignee") is controlled by the sole member of GAGB LLC who remains responsible for maintenance of the quality and standards that are currently in place with respect to goods and services produced, marketed, and sold in connection with the Assigned Marks;

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee:

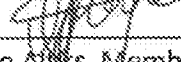
- (1) all rights, title and interest in and to the Assigned Marks, together with the goodwill in the Assigned Marks, the right to assign, receive or renew any Registration in connection with the Assigned Marks, including the right to bring suit or to make any claim in Assignee's name for prior or future infringement upon the Assigned Marks. Heretofore Assignee will be the sole title owner of the Assigned Marks in place and instead of Assignor.
- (2) Assignor's license agreement with GMA Accessories, Inc. executed on November 19, 2020, a copy of which is annexed hereto (hereinafter "License"), such that Licensor in said License is now replaced with CAPELLI SPORT LLC which will heretofore have all rights and obligations in said License as were previously applicable to GAGB LLC.

Dated: August 24, 2023

GAGB LLC

By: 
George Altiss, President

CAPELLI SPORT LLC

By: 
George Altiss, Member

LICENSE OF "CAPELLI SPORT"

Whereas, GAGB LLC, a New Jersey Limited Liability Company, ("Licensor") is the owner of the Registered Trademark CAPELLI in Class 41 United States Patent and Trademark Office ("USPTO") Reg. No. 4628175, as well as the Registered Trademark CAPELLI SPORT in Classes 16, 20, 21, 27, 28 and 41 USPTO Reg. Nos.: 5305977, 5329770, and 5329781, the unregistered Trademark CAPELLI SPORT in Classes 18 and 25 with respect to sports related goods, bags and apparel and multiple international registrations in Canada, South America, Europe, Mideast, Asia and around the world (collectively "Licensor Trademarks"); and

Whereas, GMA ACCESSORIES, INC. ("Licensee"), a New York corporation, is the title owner of the Trademarks CAPELLI and capelli newyork in the U.S., Europe and Asia which include fashion accessories, handbags, plush toys and apparel for primarily the tween market; and Licensor and Licensee agree that the parties respective uses of CAPELLI SPORT and CAPELLI is not likely to cause confusion between the sources of the goods;

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, Licensor does hereby grant to Licensee a nonexclusive License and right to use the Trademark CAPELLI SPORT in Classes 16, 18, 20, 21, 25, 27, 28 and 41 in connection with sports related goods and services, subject to the terms and conditions of this agreement.

Rights and Standards: The rights conveyed by this License include, but are not limited to, the right to use the Licensor Trademarks, the right to display the Licensor Trademarks, the right to manufacture and sell goods bearing the Licensor Trademarks, the right to use the Licensor Trademarks in related marketing material including the use of the Licensor Trademarks in publicity, advertising, signs, product brochures, and other forms of advertising; and the right to bring suit against third party infringers (Licensor also shares the right to bring suit against third parties which it may exercise at its option). The manner and content of the use of the Licensor Trademarks shall be subject to the inspection and approval of George Altirs who is familiar with the quality and standards of use that are expected and maintained by Licensor and who shall make regular inspections of the uses of the Licensor Trademarks and reserves the right to revoke the License.

Assignment and Successors: To preserve the standards and quality of the designs, Licensee was carefully selected pursuant to an approval process that weighed heavily the control position that George Altirs has as one of its officers of Licensee. As such, Licensee may not assign or sublicense the rights granted under this License without the express prior written consent of the Licensor which may be upheld in the discretion of the Licensor. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, subsidiaries, Licensees and all others acting by or through them or with or under their direction or in privity with them.

VENUE, JURISDICTION AND, APPLICABLE LAW. ALL ACTIONS OR PROCEEDINGS BROUGHT BY A PARTY TO THIS AGREEMENT ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE COMMENCED AND PROCEED TO CONCLUSION IN STATE OR FEDERAL COURTS LOCATED IN THE STATE OF NEW YORK, COUNTY OF NEW YORK, AND SHALL BE GOVERNED BY THE LAWS OF NEW YORK STATE UNLESS SUCH ACTIONS OR PROCEEDINGS ARE REQUIRED TO

BE BROUGHT IN ANOTHER COURT TO OBTAIN SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY.

Joint Undertakings: The Parties will take reasonable steps to avoid any potential confusion that might arise from the concurrent use of their respective Marks and, should actual confusion or circumstances that seem likely to create confusion arise, the Parties will cooperate in good faith to attempt to prevent same. No Party shall assist any third party in taking any action, or cause or request any third party to take any action, that the Party is prohibited from taking under this Agreement. Licensee shall not use, seek to register, or register any form or font of the word "Capelli Sport" anywhere in the world in connection with any products or services related to the products or services listed in Licensor Trademarks.

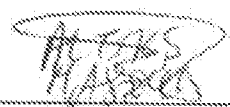
Term and Territory: The initial term of this License is 4 years. Thereafter on each anniversary of the termination of the License it will automatically renew for a 1 year period unless renewal is revoked in a signed writing from Licensor to Licensee. By way of example, if the License auto-renews on January 10, 2022 and on July 1, 2022 Licensor revokes auto-renewal, then the License will expire on January 10, 2023. The Territory of the License shall be the United States. The terms of this License shall apply worldwide so that any rights covered by Licensor Trademarks will be controlled by this License.

WAIVER and SEVERABILITY. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. A determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, since all the provisions were inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if the invalid or unenforceable provision(s) were omitted. The failure of either Party to exercise any right or remedy hereunder shall not be deemed to be a waiver of such right or remedy or other right or remedy hereunder. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all other understandings and agreements between them, whether written or oral.

Dated: January 10, 2018

GMA ACCESSORIES, INC.

By: _____


Mike Altirs

Title: Vice President

11/19/2020

GAGB LLC

By: _____


George Altirs, Member

11/19/2020

TRADEMARK