

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM864436

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APPAMAN INC.		12/28/2023	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	DPI Imports Inc.		
Street Address:	90 Spence Street		
City:	Bay Shore		
State/Country:	NEW YORK		
Postal Code:	11706		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3479724	APPAMAN	
Registration Number:	3479762	APPAMAN	
Registration Number:	4662822	APPAMAN FINE TAILORING	
CORRESPONDENCE DATA			
Fax Number:	6178327000		
<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:	617-832-1000		
Email:	ustrademark@foleyhoag.com		
Correspondent Name:	Joshua S. Jarvis		
Address Line 1:	155 Seaport Blvd.		
Address Line 2:	Foley Hoag LLP		
Address Line 4:	Boston, MASSACHUSETTS 02210-2600		
ATTORNEY DOCKET NUMBER:	39803.00004		
NAME OF SUBMITTER:	Joshua S. Jarvis		
SIGNATURE:	/joshuasjarvis/		
DATE SIGNED:	12/28/2023		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment”), dated as of December 28, 2023, is made by Appaman Inc., a New York corporation (“Company”), in favor of DPI Imports Inc., a New York corporation and wholly owned subsidiary of David Peyser Sportswear, Inc. (“DPI Imports”), pursuant to the terms of that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of December 28, 2023, by and among (i) David Peyser Sportswear, Inc., a New York corporation (“DPS”), (ii) DPI Imports; (iii) Company; and (iv) Harald Husum as the sole stockholder of the Company (the “Owner” and together with the Company, the “Seller Parties”). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, pursuant to the terms of the Purchase Agreement, Company has agreed to sell, convey, assign, transfer and deliver to DPI Imports, and DPS, on behalf of DPI Imports, has agreed that DPI Imports shall purchase and acquire from Company, all Owned IP and Licensed Intellectual Property; and

WHEREAS, Company and DPS have agreed that Company and DPI Imports shall execute and deliver this IP Assignment pursuant to Section 6.2(d)(v) and Section 6.3(c)(ii) of the Purchase Agreement for purposes of transferring such Owned IP and Licensed Intellectual Property and recording such transfer with the United States Patent and Trademark Office and any corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DPI Imports and Company hereby agree as follows:

1. Effective as of the Closing, Company hereby irrevocably sells, conveys, assigns, transfers, and delivers to DPI Imports, and DPI Imports hereby purchases and acquires, all of Company’s right, title, and interest in and to all Owned IP and Licensed Intellectual Property (the “Assigned IP”), including the following:

- a. any and all trademarks, service marks, trade names, logos, slogans, trade dress and/or design rights set forth on Schedule 1 hereto, and the corresponding registrations and applications to register set forth on Schedule 1 hereto, and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
- b. any and all copyrightable subject matter and copyrightable works included in the Owned IP, mask works included in Owned IP and related rights, and all copyrights in such copyrightable subject matter and copyrightable works, including without limitation moral rights and rights in derivative works, and all registrations thereof anywhere in the world;

- c. any and all trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques and other confidential and proprietary information and rights included in the Owned IP;
- d. any and all internet domain names and social media account or usernames (including “handles”), whether or not trademarks, all associated web addresses, URLs, websites and web pages, social media accounts, sites and pages, and all content and data thereon or relating thereto, whether or not copyrights;
- e. any and all royalties, subject to Milestone Payments as provided for in the Purchase Agreement, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;
- f. any and all rights of any kind whatsoever of Company accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including but not limited to all priority rights, rights under the International Convention For The Protection Of Industrial Property, and rights under the Patent Cooperation Treaty; and
- g. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, 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, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Each of DPI Imports and Company hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this IP Assignment upon request by DPI Imports.

3. Following the date hereof, upon DPI Imports’ reasonable request, Company shall take such steps and actions, and provide such cooperation and assistance to DPI Imports and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to DPI Imports.

4. This IP Assignment is made pursuant to the terms of the Purchase Agreement. The terms and conditions of the Purchase Agreement are incorporated herein by reference. In the event of a conflict or inconsistency between the provisions of this IP Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

5. This IP Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party hereto and delivered to the other party, it being understood that each party need not sign the same counterpart. This IP Assignment may be executed and delivered by facsimile or by an electronic scan delivered by electronic mail; provided, however, that each party will provide the other party with original signature pages to the extent necessary, appropriate or desirable for purposes of recording the transfer of the Assigned IP with the United States Patent and Trademark Office and any corresponding entities or agencies in any applicable jurisdictions.

6. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. This IP Assignment and any disputes or actions (whether in contract or tort) that may be based upon, arise out of or relate to this IP Assignment shall be governed by, construed and enforced in accordance with the internal laws of the State of New York without giving effect to the principles of conflicts of law thereof to the extent such principles would require or permit the application of laws of another jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, Company and DPI Imports have duly executed and delivered this IP Assignment as of the date first above written.

APPAMAN INC.


By: 
Name: Harald Husum
Title: President

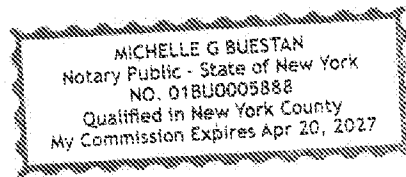
ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF NEW YORK)SS.
)

On the 22 day of December, 2023, before me personally appeared Harald Husum, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of APPAMAN INC., a New York corporation, described and acknowledged the instrument to be the free act and deed of APPAMAN INC. for the uses and purposes mentioned in the instrument.

My Commission Expires: 4-20-27


Notary Public
Printed Name:



AGREED TO AND ACCEPTED:

DPI IMPORTS INC.

By: Eliot Peyser
Name: Eliot Peyser
Title: Chief Executive Officer

ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF NEW YORK)SS.
)

On the 25th day of December, 2023, before me personally appeared Eliot Peyser, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Executive Officer of DPI IMPORTS INC., a New York corporation described, and acknowledged the instrument to be his free act and deed/the free act and deed of DPI IMPORTS INC. for the uses and purposes mentioned in the instrument.

My Commission Expires:

Shane Safer
Notary Public
Printed Name: Shane Safer

SHANE SAFER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 025A6434100
Qualified in NEW YORK County
Commission Expires MAY 31, 20²⁶

SCHEDULE 1

ASSIGNED TRADEMARKS



Canada

Application #: 1459158
Application Date: 11/13/2009
Registration #: TMA786771
Registration Date: 1/10/2011
Deadline Date: 1/10/2026
Mark: Design
Owner: Appaman Inc.

China

Application Date: 9/3/2020
Registration #: 8563810
Deadline Date: 8/13/2031
Mark: Design
Owner: Appaman Inc.

European Union

Application #: 008696502
Application Date: 11/18/2009
Registration #: 008696502
Registration Date: 3/25/2010
Deadline Date: 11/18/2029
Mark: Figurative
Owner: Appaman Inc.

Hong Kong

Application #: 8563810
Application Date: 8/10/2010
Registration #: 301685746
Registration Date: 1/13/2011
Mark: Ordinary
Owner: Appaman Inc.

Japan

Application #: 2009-082528
Application Date: 10/30/2009
Registration #: 5404768
Registration Date: 4/8/2011
Deadline Date: 4/8/2026
Mark: Design Trademark
Owner: Appaman Inc.

South Korea

Application #: 40-2011-14801
Application Date: 3/23/2011
Registration #: 40-0913490
Registration Date: 4/2/2012
Deadline Date: 4/2/2032
Mark: Design Trademark
Owner: Appaman Inc.

Norway

Application #: 201201653
Application Date: 2/16/2012
Registration #: 265873
Registration Date: 6/13/2012
Deadline Date: 2/16/2032
Mark: Design Trademark
Owner: Appaman Inc.

Russia

Application #: 2013705280
Registration #: 515467
Registration Date: 6/16/2014
Deadline Date: 2/20/2023
Mark: Design Trademark
Owner: Appaman Inc.

Taiwan

Application #: 100064849
Application Date: 8/1/2012
Registration #: 01529740
Deadline Date: 7/31/2032
Mark: Design Trademark
Owner: Appaman Inc.

USA

Application #: 77-333,282
Application Date: 11/19/2007
Registration #: 3,479,724
Registration Date: 8/5/2008
Deadline Date: 8/7/2028
Mark: Design
Owner: Appaman Inc.

APPAMAN**Canada**

Application #: 1459179
Application Date: 11/13/2009
Registration #: TMA786772
Registration Date: 1/10/2011
Deadline Date: 1/10/2026
Mark: Word
Owner: Appaman Inc.

China

Application Date: 9/3/2020
Registration #: 8563811
Deadline Date: 8/13/2031
Mark: Word
Owner: Appaman Inc.

European Union

Application #: 008696536
Application Date: 11/18/2009
Registration #: 008696536
Registration Date: 3/18/2010
Deadline Date: 11/18/2029
Mark: Word
Owner: Appaman Inc.

Hong Kong

Application #: 8563811
Application Date: 8/10/2010
Registration #: 301685737
Registration Date: 1/13/2011
Mark: Ordinary
Owner: Appaman Inc.

Japan

Application #: 2009-82527
Registration #: 5419100
Deadline Date: 6/17/2026
Mark: Word Trademark
Owner: Appaman Inc.

South Korea

Application #: 40-2011-14797
Application Date: 3/23/2011
Registration #: 40-0913510
Registration Date: 4/2/2012
Deadline Date: 4/2/2032
Mark: Word Trademark
Owner: Appaman Inc.

Taiwan

Application #: 100064846
Application Date: 8/1/2012
Registration #: 01529739
Deadline Date: 7/31/2032
Mark: Word Trademark
Owner: Appaman Inc.

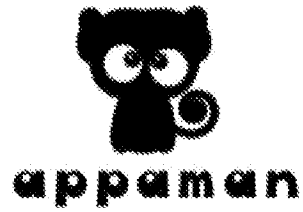
USA

Application #: 77-338,673
Application Date: 11/28/2007
Registration #: 3,479,762
Registration Date: 8/5/2008
Deadline Date: 8/7/2028
Mark: Word
Owner: Appaman Inc.

APPAMAN FINE TAILORING

USA

Application #: 86-271,817
Application Date: 5/5/2014
Registration #: 4,662,822
Registration Date: 12/30/2014
Deadline Date: 12/30/2024
Mark: Word
Owner: Appaman Inc.



South Korea

Registration #: 40-843716
Registration Date: 11/19/2010
Deadline Date: 11/19/2030
Mark: Design Trademark
Owner: Appaman Inc.

Domain Registry of America

Domain Name: www.appaman.com
Deadline Date: 11/5/2025
Owner: Appaman Inc.