# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM871485

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
G-III Leather Fashions, Inc.		01/31/2023	Corporation: NEW YORK

## **RECEIVING PARTY DATA**

Name:	G-III IPCo LLC		
Street Address:	Iress: 512 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	ntity Type: Limited Liability Company: DELAWARE		

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	5350888	WILLOW GLENN

### CORRESPONDENCE DATA

Fax Number: 2124684888

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: 212-468-4800 Email: bsinger@dglaw.com Correspondent Name: Brooke Erdos Singer

Address Line 1: Davis+Gilbert LLP, 1675 Broadway

Address Line 2: 31st Floor

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	028134-0045-000
NAME OF SUBMITTER:	Brooke Erdos Singer
SIGNATURE:	/Brooke Erdos Singer/
DATE SIGNED:	01/26/2024

## **Total Attachments: 3**

source=assignment - WILLOW GLENN#page1.tif source=assignment - WILLOW GLENN#page2.tif source=assignment - WILLOW GLENN#page3.tif

> TRADEMARK REEL: 008328 FRAME: 0469

900831249

#### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("<u>Assignment</u>"), dated as of January 31, 2023 (the "<u>Effective Date</u>"), is entered into by and between **G-III Leather Fashions**, **Inc.**, a New York corporation with an address of 512 Seventh Avenue, New York, New York 10018 ("<u>Assignor</u>"), and **G-III IPCo LLC**, a Delaware limited liability company with an address of 512 Seventh Avenue, New York, New York 10018 ("<u>Assignee</u>").

WHEREAS, Assignor is the sole and exclusive owner of the right, title and interest to all intellectual property listed on the attached <u>Schedule 1</u> (hereinafter, collectively referred to as the "Mark");

WHEREAS, Assignee is desirous of acquiring from Assignor the Mark identified on Schedule 1 and the goodwill associated therewith; and

WHEREAS, Assignor and Assignee wish to enter into this Assignment to effectuate and evidence the assignment of the Mark identified on Schedule 1 from Assignor to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

- 1. <u>Assignment</u>. Effective as of the Effective Date, the Assignor hereby irrevocably sells, transfers, conveys, assigns, and delivers to Assignee, its successors and assigns, all worldwide right, title and interest in and to the Mark (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Mark, along with the right to sue for past infringements or other unauthorized use and collect same for Assignee's sole use and enjoyment. Assignor shall not assert any right, title or interest in or to any of the Mark and shall not use the Mark except as may be expressly authorized by Assignee in writing. Assignor hereby represents and warrants that it is the sole owner of the Mark, free and clear of all liens, pledges, security interests, charges, liabilities, encumbrances, rights of first refusal, restrictions, and claims of any kind or nature, contingent or otherwise, other than those that have been disclosed.
- 2. <u>Recordal</u>. Assignor hereby agrees to execute, acknowledge and deliver to Assignee all documents, instruments and agreements as may be reasonably necessary to make a record with any governmental authorities (both foreign and domestic) or third parties of Assignee's ownership of all right, title and interest in and to the Mark and the goodwill associated therewith. Assignor does hereby authorize the United States Patent and Trademark Office and the empowered official of any foreign country, countries or other jurisdiction whose duty it is to record trademark registrations, applications and title thereto,

TRADEMARK REEL: 008328 FRAME: 0470 to record the Mark and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

3. Further Assurances. Assignor shall provide Assignee, its successors and assigns with all such assistance as it may reasonably request for the full utilization of the rights granted herein including without limitation, upon request by Assignee to execute and cause its current or former employees or contractors to execute, as applicable, all applications and any further assignments or other documents or instruments, sign all lawful papers, and make all rightful oaths necessary or desirable to carry out the purposes or intent of this Assignment and to aid Assignee or its successors, assigns or other legal representatives to obtain and enforce proper protection for the Mark in all jurisdictions and to record Assignee as owner of the Mark, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives. In the event the Assignee is unable, after reasonable effort, to secure Assignor's cooperation in delivering such further instruments or further actions referred to herein, whether because of Assignor's incapacity or for any other reason whatsoever, Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact (which designation and appointment shall be (i) deemed coupled with an interest and (ii) irrevocable, and shall survive Assignor's liquidation, dissolution or other incapacity), to act on Assignor's behalf and to do all lawfully permitted acts with the same legal force and effect as if executed by Assignor.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

G-III Leather Fashions, Inc.

G-III IPCo LLC

Name: Michael Brady

Title: Corporate Controller and Secretary

Name: Michael Brady

Title: Assistant Secretary

# Schedule 1

*	Jurisdiction	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Class & Descriptions
	United	WILLOW	86423857	10/14/2014	5350888	12/5/2017	025 - Jackets; Tops
	States	GLENN					_
-							
-							
-					:		
-							

TRADEMARK REEL: 008328 FRAME: 0472

**RECORDED: 01/26/2024**