

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429336

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gordmans, Inc.		04/07/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Specialty Retailers, Inc.		
Street Address:	2425 West Loop South		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2548132	G	
Registration Number:	3045751	GIVE THE UNEXPECTED	
Registration Number:	2379498	GORDMANS	
Registration Number:	2640229	G SOMETHING UNEXPECTED	
Registration Number:	2721561	SOMETHING UNEXPECTED	
CORRESPONDENCE DATA			
Fax Number:	4052287306		
<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:	405 552-2306		
Email:	anthony.rahhal@mcafeetaft.com		
Correspondent Name:	Anthony L. Rahhal		
Address Line 1:	211 North Robinson		
Address Line 2:	Tenth Floor, Two Leadership Square		
Address Line 4:	Oklahoma City, OKLAHOMA 73102		
NAME OF SUBMITTER:	Anthony L. Rahhal		
SIGNATURE:	/Anthony L. Rahhal/		
DATE SIGNED:	05/31/2017		
Total Attachments: 6			

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT is dated as of April 7, 2017 (this “Assignment”), and is by and between Gordmans, Inc., a Delaware corporation (“Gordmans”), and Specialty Retailers, Inc., a Texas corporation (“Assignee”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Gordmans is the owner of the trademark registrations and applications identified on Exhibit A hereto (collectively, the “Assigned Trademarks”);

WHEREAS, Gordmans and Assignee have entered into that certain Asset Purchase Agreement, dated March 31, 2017 (the “Purchase Agreement”), pursuant to which Gordmans has agreed to sell, contribute, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase, acquire and take assignment and delivery from Gordmans, all of Gordmans’ right, title and interest in and to the Acquired Assets, all upon the terms and subject to the conditions set forth in the Purchase Agreement, which assets include the Assigned Trademarks; and

WHEREAS, this Assignment is being executed and delivered pursuant to Section 10.2(c) of the Purchase Agreement.

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the premises and the mutual agreements and covenants set forth in this Assignment and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. Assignment. Gordmans hereby sells, conveys, transfers, assigns and delivers to Assignee all of Gordmans’ worldwide right, title and interest in, to and under, the Assigned Trademarks, together with that portion of Gordmans’ business connected with the use of and symbolized by the Assigned Trademarks, and all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Assigned Trademarks, the right to register, prosecute, maintain and defend the Assigned Trademarks before any public or private agency, office or registrar, and all claims, causes of action and rights to sue for past, present and future infringement or misappropriation of the Assigned Trademarks. The assignments contemplated herein are meant to be absolute assignments and not by way of security. Gordmans hereby authorizes Assignee to record this Assignment with any relevant Governmental Authority so as to perfect its ownership of the Assigned Trademarks. Gordmans hereby authorizes and requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to transfer all registrations for the Assigned Trademarks to Assignee and to record Assignee as the assignee of all of Gordmans’ right, title and interest in, to and under the

Assigned Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

2. No Third Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such successors and assigns, any legal or equitable rights hereunder.

3. Terms of Purchase Agreement; Conflicts. The scope, nature, and extent of the Assigned Trademarks are expressly set forth in the Purchase Agreement. Nothing contained herein changes, amends, extends, or alters (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This instrument does not create or establish rights, liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict between the provisions of this Assignment (including the exhibits hereto) and the provisions of the Purchase Agreement (including the Disclosure Schedules and Exhibits thereto), the provisions of the Purchase Agreement shall control.

4. Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Assignment and the exhibits hereto, and all Claims and disputes arising hereunder or thereunder or in connection herewith or therewith, whether purporting to sound in contract or tort, or at Law or in equity, shall be 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 rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.

5. Entire Understanding. This Assignment, the exhibits hereto, and the other Transaction Documents set forth the entire agreement and understanding of the parties hereto in respect to the transactions contemplated hereby, and this Assignment, the exhibits hereto, and the other Transaction Documents supersede all prior agreements, arrangements and understandings relating to the subject matter hereof and are not intended to confer upon any other Person any rights or remedies hereunder.

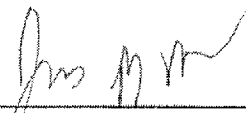
6. Electronic Delivery; Counterparts. This Assignment and any signed agreement or instrument entered into in connection with this Assignment, and any amendments hereto or thereto, may be executed in one (1) or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto or thereto shall re-execute the original form of this Assignment and deliver such form to all other parties hereto. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any

signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

GORDMANS, INC.

By:  _____

Name: James B. Brown

Title: Executive Vice President, Chief Financial
Officer, Treasurer, and Assistant Secretary

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 006073 FRAME: 0091

ASSIGNEE:

SPECIALTY RETAILERS, INC.

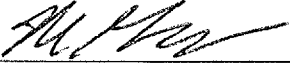
By: 
Name: Michael L. Glazer
Title: President and Chief Executive Officer

EXHIBIT A

ASSIGNED TRADEMARKS

Trademark	Country	Status	Reg. No. / Reg. Date	Owner
G (Stylized)	U.S.	REGISTERED	2548132 12-MAR-2002	GORDMANS, INC.
GIVE THE UNEXPECTED	U.S.	REGISTERED	3045751 17-JAN-2006	GORDMANS, INC.
GORDMANS	U.S.	REGISTERED	2379498 22-AUG-2000	GORDMANS, INC.
G SOMETHING UNEXPECTED	U.S.	REGISTERED	2640229 22-OCT-2002	GORDMANS, INC.
SOMETHING UNEXPECTED	U.S.	REGISTERED	2721561 03-JUN-2003	GORDMANS, INC.