

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM499719

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jako Enterprises, Ltd.		01/17/2017	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Atmos NYC, Ltd.		
<b>Street Address:</b>	203 W 125th St.		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10027		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77095421	ATMOS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	smertens@stradley.com		
<b>Correspondent Name:</b>	Stradley Ronon Stevens & Young, LLP		
<b>Address Line 1:</b>	30 Valley Stream Parkway		
<b>Address Line 4:</b>	Malvern, PENNSYLVANIA 19355		
<b>ATTORNEY DOCKET NUMBER:</b>	186923-5001		
<b>NAME OF SUBMITTER:</b>	Elizabeth M. O'Donoghue		
<b>SIGNATURE:</b>	/elizabeth m. o'donoghue/		
<b>DATE SIGNED:</b>	11/28/2018		
<b>Total Attachments: 4</b>			
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## WORLDWIDE TRADEMARK ASSIGNMENT

This WORLDWIDE TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of the 17<sup>th</sup> day of January, 2017 by Jako Enterprises, Ltd., a Pennsylvania corporation of the United States of America ("Assignor"), to Atmos NYC, Ltd., a New York corporation of the United States of America ("Assignee").

WHEREAS, Assignor is the sole owner of the Transferred Trademarks identified and set forth on Schedule A;

WHEREAS, Assignor has agreed to sell, assign, transfer, convey, grant, and deliver to Assignee all of Assignor's right, title, and interest in, to, and under the Transferred Trademarks; and

WHEREAS, Assignee has agreed to purchase from Assignor all of its right, title, and interest in, to, and under the Transferred Trademarks.

NOW, THEREFORE, for \$10 and other good and valuable consideration (including the premises and covenants set forth in this document), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Assignor hereby sells, assigns, transfers, conveys, grants, and delivers to Assignee all of Assignor's respective right, title, and interest in, to, and under the Transferred Trademarks, together with the goodwill associated therewith, including all registrations, applications, and common law rights therefor in the countries set forth on Schedule A, including any renewals and extensions of the registrations that are or may be secured under the laws of those countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, or payments due or payable as of the time of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Transferred Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the empowered officials of all government Trademark Offices to transfer all registrations and applications for the Transferred Trademarks to Assignee as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark included in the Transferred Trademarks.

Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the assignment, conveyance, and transfer of the Transferred Trademarks hereunder.

This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, United States of America, applicable to agreements made and to

be performed entirely within such Commonwealth, without regard to the conflicts of law principles of such Commonwealth.

This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party. Signatures to this Agreement transmitted by means of email or facsimile shall be deemed to constitute originals.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Assignor and the Assignee have caused this Assignment to be duly executed with an effective date as first above written.

**ASSIGNOR**

Dated: Jan 17, 2017

Jako Enterprises, Ltd.

By: \_\_\_\_\_

Name: John Lee

Title: President/CEO

**ASSIGNEE**

Dated: Jan 17, 2017

Atmos NYC, Ltd.

By: \_\_\_\_\_

Name: Hidefumi Hommyo

Title: President

[Signature Page to Trademark Assignment]

**TRADEMARK**  
**REEL: 006542 FRAME: 0535**

SCHEDULE A

**TRANSFERRED TRADEMARKS**

Country:	Mark:	Goods & Services:	Serial No./ Filing Date:	Reg. No./ Reg. Date:
United States of America	ATMOS	Clothing, namely, footwear, in International Class (IC) 25.	77/095,421 January 31, 2007	3,651,638 July 7, 2009
Switzerland	ATMOS	Clothing, footwear, headgear, in IC 25.	57661/2007 July 17, 2007	564425 November 8, 2007