

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM716154

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900669570

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pacific Alliance USA Inc.		01/05/2022	Corporation: DELAWARE
GBG USA Inc.		01/05/2022	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	B New York LLC
<b>Street Address:</b>	275 Madison Avenue, 3rd Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10016
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Serial Number:</b>	90165245	B NY BRAND

## CORRESPONDENCE DATA

**Fax Number:** 3146122323  
**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:** 3146215070  
**Email:** iptm@atllp.com  
**Correspondent Name:** Armstrong Teasdale LLP  
**Address Line 1:** 7700 Forsyth Blvd., Ste. 1800  
**Address Line 4:** St. Louis, MISSOURI 63105

<b>ATTORNEY DOCKET NUMBER:</b>	38810-628
<b>NAME OF SUBMITTER:</b>	Courtney Jackson
<b>SIGNATURE:</b>	/Courtney Jackson/
<b>DATE SIGNED:</b>	03/23/2022

## Total Attachments: 10

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("**IP Assignment**"), dated as of January 5, 2022, is made by and between GBG USA Inc., a Delaware corporation (the "Company"), and the affiliates of the Company that are indicated on the signature page hereto (together with the Company, each a "Seller" and collectively "Sellers"), and B New York LLC, a Delaware Limited liability company (the "Purchaser"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below). Each of the Sellers and Purchaser shall at times be referred to herein as a "Party" or, collectively as the "Parties".

WHEREAS, each of the Sellers is a debtor and debtor in possession in those certain bankruptcy cases under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 1532 (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York, to be jointly administered for procedural purposes only (the "Bankruptcy Case");

WHEREAS, in connection with the Bankruptcy Case, Sellers and Purchaser's affiliate, Saadia Group LLC, have entered into that certain Bill of Sale, dated as of December 14, 2021 (the "Purchase Agreement");

WHEREAS, the Purchase Agreement permits the assignment by Saadia Group LLC to its affiliated designee of its rights and obligations under the Purchase Agreement, and Saadia Group LLC has determined to assign such rights and obligations under the Purchase Agreement with respect to the B NY BRAND, including, but not limited to, all intellectual property rights, urls, social media accounts, the Shopify agreement, the business related thereto and goodwill associated with the brand, all of which assets are set forth on Exhibit A to the Purchase Agreement to its affiliated designee, Purchaser;

WHEREAS, pursuant to the Purchase Agreement, Sellers and Purchaser have agreed to enter into this IP Assignment pursuant to which the Assigned IP (as defined below) will be conveyed to Purchaser.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby irrevocably conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all of Sellers' right, title and interest in and to the following (the "**Assigned IP**"):

(a) The trademark registrations and applications 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) The domain name registrations set forth on Schedule 2 hereto;

(c) All rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) Any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing during the period from and after the date hereof;

(e) All equipment and materials owned by Sellers and located at and used in the operation of the Robbinsville distribution center; and

(f) 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. Recordation and Further Actions. Sellers hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's request, Sellers shall take such steps and actions, and provide such cooperation and assistance to Purchaser 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 necessary to effect, evidence or perfect the assignment of the Assigned IP to Purchaser, or any assignee or successor thereto.

3. Terms of the IP Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Sellers and Purchaser with respect to the Assigned IP. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

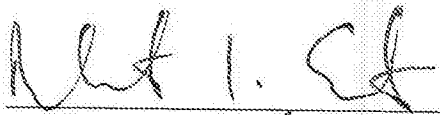
4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

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

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

**SELLERS:**

**GBG USA INC.**

By: 

Name: Robert E. Smith  
Title: Authorized Signatory

**PACIFIC ALLIANCE USA INC.**

By: 

Name: Robert E. Smith  
Title: Authorized Signatory

**PURCHASER:**

**B NEW YORK LLC**

By: *Marc G. Schuback*  
Name: Marc G. Schuback  
Title: Authorized Signatory

**SCHEDULE 1**  
**ASSIGNED TRADEMARKS AND REGISTRATIONS**

1. "B NY BRAND" trademark and all goodwill associated with the mark.

The mark is subject to a pending intent to use trademark application with the US PTO, details as follows:

Application Number: 90165245

Application Name: B NY BRAND

Status: Allowed (September 8, 2020)

International Classification: 025: Clothing, namely, tops, sweaters, jackets, pants, dresses, coats, headwear, bathrobes, nightwear, shorts, skirts, socks, footwear, overalls, belts, gloves, hosiery, scarves, swimwear and underwear

All records, files, documents, marketing material, digital media assets, third party blog content, drawings, samples, fixtures and tech packs related to the Acquired IP Assets, including but not limited to, evidence of first use

2. [www.bnewyorkbrand.com](http://www.bnewyorkbrand.com)
3. Social and paid media accounts, including but not limited to, Google, Bing, Facebook business manager and Instagram together with administrator access to the foregoing and all customer lists and data (if any)
4. The agreement with Shopify Plus related to the B NY Brand.



**SCHEDULE 2**  
**DOMAIN NAME REGISTRATIONS**

1. "B NY BRAND" trademark and all goodwill associated with the mark.

The mark is subject to a pending intent to use trademark application with the US PTO, details as follows:

Application Number: 90165245

Application Name: B NY BRAND

Status: Allowed (September 8, 2020)

International Classification: 025: Clothing, namely, tops, sweaters, jackets, pants, dresses, coats, headwear, bathrobes, nightwear, shorts, skirts, socks, footwear, overalls, belts, gloves, hosiery, scarves, swimwear and underwear

All records, files, documents, marketing material, digital media assets, third party blog content, drawings, samples, fixtures and tech packs related to the Acquired IP Assets, including but not limited to, evidence of first use

2. [www.bnewyorkbrand.com](http://www.bnewyorkbrand.com)
3. Social and paid media accounts, including but not limited to, Google, Bing, Facebook business manager and Instagram together with administrator access to the foregoing and all customer lists and data (if any)
4. The agreement with Shopify Plus related to the B NY Brand.