

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM743699

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | RESUBMISSION                                       |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                       |
| <b>RESUBMIT DOCUMENT ID:</b>  | 900688739  |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                       |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>    |
| GBG USA Inc.  |  | 10/15/2021            | Corporation: DELAWARE |
| Krasnow Enterprises Ltd.  |  | 10/15/2021            | Corporation: CANADA   |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | Aquatalia IP 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                |                       |                       |
| <b>PROPERTY NUMBERS Total: 3</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 4349879  | AQUATALIA             |                       |
| <b>Registration Number:</b>   | 4349882  | AQUATALIA             |                       |
| <b>Registration Number:</b>   | 1997049  | AQUATALIA BY MARVIN K |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  | 3146122323   |                       |                       |
| <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>Phone:</b>   | 3146215070   |                       |                       |
| <b>Email:</b>   | iptm@atllp.com                                     |                       |                       |
| <b>Correspondent Name:</b>  | Armstrong Teasdale LLP                             |                       |                       |
| <b>Address Line 1:</b>  | 7700 Forsyth Blvd., Ste. 1800                      |                       |                       |
| <b>Address Line 4:</b>  | Saint Louis, MISSOURI 63105                        |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 38810  |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Courtney Jackson                                   |                       |                       |
| <b>SIGNATURE:</b>   | /Courtney Jackson/                                 |                       |                       |
| <b>DATE SIGNED:</b>   | 07/26/2022   |                       |                       |
| <b>Total Attachments: 10</b>  |  |                       |                       |

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("**IP Assignment**"), dated as October 15, 2021, 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 Aquatalia IP 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".

WHERE, 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 Saadia Group LLC have entered into that certain Asset Purchase Agreement, dated as of September 17, 2021, as amended by the Order of the Bankruptcy Court entered on the date hereof (the "Purchase Agreement"):

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; and

(e) 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.

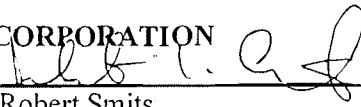
6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of 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).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

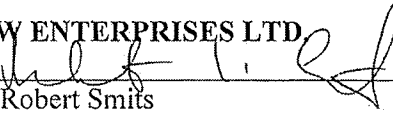
**GBG USA INC.**

By:   
Name: Robert Smits  
Title: EVP and Secretary


**JIMLAR CORPORATION**

By:   
Name: Robert Smits  
Title: EVP and Secretary

**KRASNOW ENTERPRISES LTD.**

By:   
Name: Robert Smits  
Title: EVP and Secretary

**KRASNOW ENTERPRISES INC.**

By:   
Name: Robert Smits  
Title: EVP and Secretary

*[Signature Page to IP Assignment Agreement]*

**SELLERS:**

**GBG USA INC.**

By: \_\_\_\_\_  
Name: Ronald Ventricelli  
Title: President, North America

**JIMLAR CORPORATION**

By: \_\_\_\_\_  
Name: Ronald Ventricelli  
Title: President, North America

**KRANSNOW ENTERPRISES LTD.**

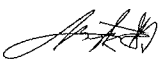
By: \_\_\_\_\_  
Name: Ronald Ventricelli  
Title: President, North America

**KRANSNOW ENTERPRISES INC.**

By: \_\_\_\_\_  
Name: Ronald Ventricelli  
Title: President, North America

**PURCHASER:**

**AQUATALIA IP LLC**

By:  \_\_\_\_\_  
Name: Arvee Nordling  
Title: CFO

**SCHEDULE 1**

**ASSIGNED TRADEMARKS AND REGISTRATIONS**

| Country        | Application Number | Date Filed   | Status     | Registration Number | Registration Date | Mark       | Owner                    | Renewal Date |
|----------------|--------------------|--------------|------------|---------------------|-------------------|------------|--------------------------|--------------|
| Australia      | 1437106            | Jul 13, 2011 | Registered | 1437106             | Apr 23, 2012      | AQUATALLIA | KRASNOW ENTERPRISES LTD. | Jul 13, 2021 |
| Canada         | 1759537            | Dec 15, 2015 | Registered | TMA970251           | May 5, 2017       | AQUATALLIA | KRASNOW ENTERPRISES LTD. | May 5, 2032  |
| European Union | 000348870          | Sep 9, 1996  | Registered | 000348870           | Jan 26, 1999      | AQUATALLIA | KRASNOW ENTERPRISES LTD. | Sep 9, 2026  |
| Hong Kong      | 302471175          | Dec 17, 2012 | Registered | 302471175           | Jul 11, 2013      | AQUATALLIA | KRASNOW ENTERPRISES LTD. | Dec 16, 2022 |
| Israel         | 251646             | Dec 13, 2012 | Registered | 251646              | Jul 6, 2014       | AQUATALLIA | KRASNOW ENTERPRISES LTD. | Dec 13, 2022 |
| Japan          | 2012100997         | Dec 13, 2012 | Registered | 5588914             | Jun 7, 2013       | AQUATALLIA | KRASNOW ENTERPRISES LTD. | Jun 7, 2023  |
| Mexico         | 1337889            | Jan 8, 2013  | Registered | 1367757             | May 16, 2013      | AQUATALLIA | KRASNOW ENTERPRISES LTD. | Jan 8, 2023  |
| New Zealand    | 845475             | Jul 11, 2011 | Registered | 845475              | Jan 11, 2012      | AQUATALLIA | KRASNOW ENTERPRISES LTD. | Jul 11, 2021 |



| Country                  | Application Number | Date Filed   | Status     | Registration Number | Registration Date | Mark                   | Owner                    | Renewal Date |
|--------------------------|--------------------|--------------|------------|---------------------|-------------------|------------------------|--------------------------|--------------|
| South Africa             | 201233977          |              | Registered | 201233977           | Dec 13, 2012      | AQUATALLIA             | KRASNOW ENTERPRISES LTD. | Dec 13, 2022 |
| Switzerland              | 582242011          | Jul 14, 2011 | Registered | 620047              | Sep 8, 2011       | AQUATALLIA             | KRASNOW ENTERPRISES LTD. | Jul 14, 2021 |
| United Kingdom           | 2134380            | May 30, 1997 | Registered | UK00002134380       | Nov 28, 1997      | AQUATALLIA             | KRASNOW ENTERPRISES LTD. | May 30, 2027 |
| United States of America | 85755059           | Oct 16, 2012 | Registered | 4349879             | Jun 11, 2013      | AQUATALLIA             | KRASNOW ENTERPRISES LTD. | Jun 11, 2023 |
| Canada                   | 0696958            | Jan 8, 1992  | Registered | 409858              | Mar 19, 1993      | AQUA-TALLIA            | KRASNOW ENTERPRISES LTD. | Mar 19, 2023 |
| Republic of Korea        | 4020130006241      | Jan 31, 2013 | Registered | 401011007           | Dec 4, 2013       | AQUATALLIA (STYLIZED)  | KRASNOW ENTERPRISES LTD. | Dec 4, 2023  |
| United States of America | 85755100           | Oct 16, 2012 | Registered | 4349882             | Jun 11, 2013      | AQUATALLIA (STYLIZED)  | KRASNOW ENTERPRISES LTD. | Jun 11, 2023 |
| Australia                | 1437107            | Jul 13, 2011 | Registered | 1437107             | Apr 23, 2012      | AQUATALLIA BY MARVIN K | KRASNOW ENTERPRISES LTD. | Jul 13, 2021 |
| European Union           | 011428216          | Dec 14, 2012 | Registered | 011428216           | May 13, 2013      | AQUATALLIA BY MARVIN K | KRASNOW ENTERPRISES LTD. | Dec 14, 2022 |

| Country                  | Application Number | Date Filed   | Status     | Registration Number | Registration Date | Mark                   | Owner                    | Renewal Date |
|--------------------------|--------------------|--------------|------------|---------------------|-------------------|------------------------|--------------------------|--------------|
| Israel                   | 251647             | Dec 13, 2012 | Registered | 251647              | Nov 4, 2014       | AQUATALIA BY MARVIN K  | KRASNOW ENTERPRISES LTD. | Dec 13, 2022 |
| Japan                    | 2008025665         | Apr 3, 2008  | Registered | 5188560             | Dec 12, 2008      | AQUATALIA BY MARVIN K  | KRASNOW ENTERPRISES LTD. | Dec 12, 2028 |
| Mexico                   | 1337885            | Jan 8, 2013  | Registered | 1367756             | May 16, 2013      | AQUATALIA BY MARVIN K  | KRASNOW ENTERPRISES LTD. | Jan 8, 2023  |
| New Zealand              | 845476             | Jul 11, 2011 | Registered | 845476              | Jan 11, 2012      | AQUATALIA BY MARVIN K  | KRASNOW ENTERPRISES LTD. | Jul 11, 2021 |
| South Africa             | 201233978          |              | Registered | 201233978           | Dec 13, 2012      | AQUATALIA BY MARVIN K  | KRASNOW ENTERPRISES LTD. | Dec 13, 2022 |
| Switzerland              | 582222011          | Jul 14, 2011 | Registered | 620048              | Sep 8, 2011       | AQUATALIA BY MARVIN K  | KRASNOW ENTERPRISES LTD. | Jul 14, 2021 |
| United States of America | 74731860           | Sep 21, 1995 | Registered | 1997049             | Aug 27, 1996      | AQUATALIA BY MARVIN K  | KRASNOW ENTERPRISES LTD. | Aug 27, 2026 |
| Canada                   | 0792959            | Sep 19, 1995 | Registered | 472111              | Mar 5, 1997       | AQUATALIA BY MARVIN K. | KRASNOW ENTERPRISES LTD. | Mar 5, 2027  |

**SCHEDULE 2**

**DOMAIN NAME REGISTRATIONS**

Domain Names

aquatatalia.ca  
aquatatalia.co.uk  
aquatatalia.com  
aquatatalia.com.au  
aquatatalia.com.mx  
aquatatalia.in  
aquatatalia.info  
aquatatalia.mx  
aquatatalia.net  
aquatatalia.org  
aquatatalia.sucks  
aquatataliabyanmarvink.ca  
aquatataliabyanmarvink.com  
aquatataliabyanmarvink.sacchetto.ca  
aquatataliabyanmarvink.sacchetto.com  
aquatataliagroup.ca  
aquatataliagroup.com  
aquatataliahandbags.ca  
aquatataliahandbags.com