

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM828264

<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>
V-TEX, INC.		07/31/2023	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fabian Couture Group, LLC		
<b>Street Address:</b>	205 Chubb Avenue, Building C-1		
<b>City:</b>	Lyndhurst		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07071		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2868001	UNCOMMON THREADS WORKING WEAR THAT WORKS	
<b>Registration Number:</b>	3546218	U	
<b>Registration Number:</b>	3569235	UNCOMMON THREADS	
<b>Registration Number:</b>	5434310	GET YOUR CHEF ON	
<b>Registration Number:</b>	5633802	212° INDUSTRIAL LAUNDRY COLLECTION	
<b>Registration Number:</b>	6257474	UNCOMMON THREADS BLACK	
<b>Registration Number:</b>	6267046	UNCOMMON THREADS U BLACK	
<b>Serial Number:</b>	97625593	UNCOMMON CHEF	
<b>Serial Number:</b>	97625588	UNCOMMON CHEF	
<b>Serial Number:</b>	97670419	UNCOMMON CHEF WHY BE COMMON?	
<b>Serial Number:</b>	97670418		
<b>Serial Number:</b>	97670421	UNCOMMON CHEF WHY BE COMMON?	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2142000853		
<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>	2109787404		
<b>Email:</b>	lori.lapidario@haynesboone.com		
<b>Correspondent Name:</b>	Haynes and Boone, LLP - IP Section		
<b>Address Line 1:</b>	2323 Victory Avenue, Suite 700		

CH \$315.00 2868001

<b>Address Line 4:</b>	Dallas, TEXAS 75219
<b>ATTORNEY DOCKET NUMBER:</b>	63394.00002
<b>NAME OF SUBMITTER:</b>	Lori Lapidario
<b>SIGNATURE:</b>	/Lori Lapidario/
<b>DATE SIGNED:</b>	07/31/2023
<b>Total Attachments: 5</b> source=Fabian Couture-Uncommon Chef IP Assignment Agreement EXECUTED 7.31 FINAL#page1.tif source=Fabian Couture-Uncommon Chef IP Assignment Agreement EXECUTED 7.31 FINAL#page2.tif source=Fabian Couture-Uncommon Chef IP Assignment Agreement EXECUTED 7.31 FINAL#page3.tif source=Fabian Couture-Uncommon Chef IP Assignment Agreement EXECUTED 7.31 FINAL#page4.tif source=Fabian Couture-Uncommon Chef IP Assignment Agreement EXECUTED 7.31 FINAL#page5.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*Assignment*”), is entered into as of July 31, 2023, by and among V-Text, Inc., an Illinois corporation having its principal place of business at 351 4<sup>th</sup> Avenue North, Naples, Florida, 34102 (the “*Assignor*”), and Fabian Couture Group, LLC, a Delaware limited liability company having its principal place of business at 205 Chubb Avenue, Building C-1, Lyndhurst, New Jersey 07071 (“*Assignee*”). Capitalized terms used and not defined herein have the respective meanings ascribed to them in the Purchase Agreement (as defined hereinafter).

### RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of July 21, 2023 (the “*Purchase Agreement*”), by and among Assignor, Assignee and other parties signatory thereto, pursuant to which, among other things, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all of its rights, title and interests in the Intellectual Property Assets, described on Exhibit A attached hereto, together with the goodwill therein (the “*Registered IP Assets*”) and Assignee has agreed to purchase such Registered IP Assets.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Effective as of the Closing and subject to the terms of the Purchase Agreement, Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to Assignee and its successors and assigns, all of Assignor’s right, title and interest, directly or indirect, in, to and under the Registered IP Assets, and all claims and rights in and to all income, royalties, damages, claims, and payments now or hereafter due or payable with respect to all or any of the foregoing, and in and to all causes of action, either in law or in equity, for past, present or future infringement, misappropriation, violation, dilution, unfair competition or other unauthorized use or conduct in derogation or violation of or based on any of the foregoing rights, and the right to receive all proceeds and damages therefrom. Assignee hereby accepts such sale, assignment, transfer, conveyance, and delivery.

2. Recordation. Assignor hereby authorizes the Commissioner of Patents and the Commissioner for Trademarks of 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 Assignment upon request by Assignee.

3. Further Assurances. Each of the parties hereto shall execute and deliver, and shall cause any necessary other Persons to execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances, and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment. The execution and delivery of such additional documents or instruments shall not affect the validity of this Assignment.

4. Additional Rights and Obligations. This Assignment is made subject to and with the benefit of the respective provisions of the Purchase Agreement, which are incorporated herein by reference. Nothing contained in this Assignment shall be deemed to expand, impair, supersede, modify, limit, extend, diminish, amend, or in any way affect any of the rights, obligations, agreements, covenants, representations, warranties, or indemnities contained in the Purchase Agreement, which shall remain in full force and effect to the full extent provided therein. 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.

6. Severability. The unenforceability or invalidity of any provision of this Assignment shall not affect the enforceability or validity of any other provision. Upon such determination that any term or other provision is unenforceable or invalid, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in a legally acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

7. Successors and Assigns. This Assignment will be binding upon, and inure to the benefit of, the Assignor and Assignee hereto and their respective successors and permitted assigns, but will not be assignable or delegable by Assignor without the prior written consent of Assignee.

8. Headings. The headings in this Assignment are for reference only and shall not affect the meaning, construction, or interpretation of this Assignment.

9. Notices. All notices and other communications to be given under the terms of this Assignment or which any of the parties desire to give hereunder shall be in writing and shall be made in accordance with Section 7.02 (Notices) of the Purchase Agreement.

10. Jurisdiction; Remedies. The parties hereto hereby agree that the provisions of Section 7.08 (Governing Law; Submission to Jurisdiction; Waiver of Jury Trial) of the Purchase Agreement is hereby made part of this Assignment as if it was contained herein, *mutatis mutandis*. The parties further agree that irreparable damage would occur if any provision of this Assignment were not performed in accordance with the terms hereof and the parties will not have an adequate remedy at Law. Therefore, the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity. Such remedies shall, however, be cumulative and not exclusive and shall be in addition to any other remedies which any party may have under the Purchase Agreement or otherwise.

6. Agreements with Third Persons. The parties hereto hereby acknowledge and agree that any agreement between or among any of the parties to the Purchase Agreement and any third Person executed in connection with the assignment or any Registered IP Assets shall not override, supersede, modify, limit or amend in any manner the agreement of the parties with respect to this Assignment or the transactions contemplated by the Purchase Agreement.


7. Counterparts: Facsimile Signatures. This Assignment may be executed simultaneously in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment, any and all agreements and instruments executed and delivered in accordance herewith, along with any amendments hereto or thereto, to the extent signed and delivered by means of E-mail, a facsimile machine or other means of electronic transmission, shall be treated in all manner and respects and for all purposes as an original signature, agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the date first above written.

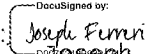
**ASSIGNOR:**

V-TEX, INC.

By:   
Name: SCOTT H. VERSON  
Title: PRESIDENT

**ASSIGNEE:**




FABIAN COUTURE GROUP, LLC



By:   
Name: Joseph Ferreri  
Title: Chief Executive Officer

[Signature Page to IP Assignment]

**EXHIBIT A**

**REGISTERED IP ASSETS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No./ Filing Date</b>	<b>Registration No./Registra- tion Date</b>	<b>Class(es)</b>	<b>Status</b>	<b>Current Owner of Record</b>
UNCOMMON THREADS WORKING WEAR THAT WORKS AS HARD AS YOU DO.	United States	78/229,079  03/24/2003	2,868,001  07/27/2004	25	Registered	V-TEX, Inc.
U (Stylized & Design)  	United States	77/405,208  02/25/2008	3,546,218  12/16/2008	25	Registered	V-TEX, Inc.
UNCOMMON THREADS	United States	77/397,583  02/14/2008	3,569,235  02/03/2009	25	Registered	V-TEX, Inc.
GET YOUR CHEF ON	United States	87/270,477  12/15/2016	5,434,310  03/27/2018	25	Registered	V-TEX, Inc.
212° INDUSTRIAL LAUNDRY COLLECTION	United States	87/508,437  06/28/2017	5,633,802  12/18/2018	25	Registered	V-TEX, Inc.
UNCOMMON THREADS BLACK	United States	87/606,229  09/13/2017	6,257,474  01/26/2021	25	Registered	V-TEX, Inc.
UNCOMMON THREADS BLACK U & Design  	United States	87/900,980  04/30/2018	6,267,046  02/09/2021	25	Registered	V-TEX, Inc.
UNCOMMON CHEF	United States	97/625,593  10/10/2022		25	Pending	V-TEX, Inc.
UNCOMMON CHEF	United States	97/625,588  10/10/2022		35	Pending	V-TEX, Inc.
UNCOMMON CHEF WHY BE COMMON? & Chef Hat Design  	United States	97/670,419  11/09/2022		25	Pending	V-TEX, Inc.

Chef Hat Design 	United States	97/670,418 11/09/2022		25	Pending	V-TEX, Inc.
UNCOMMON CHEF WHY BE COMMON? & Chef Hat Design 	United States	97/670,421 11/09/2022		35	Pending	V-TEX, Inc.

Copyright Title(s)	Jurisdiction	Date of First Publication	Registration No./Registration Date	Type of Work	Status	Current Owner of Record
Uncommon Threads : working wear that works as hard as you do!  Other Title: Catalog no. 1	United States	07/29/2003	TX0005813116 08/07/2003	Text	Registered	V-TEX, Inc.