

TRADEMARK ASSIGNMENT COVER SHEET

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Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343510

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIRIC SALES, Inc.		06/03/2015	CORPORATION: NY
RECEIVING PARTY DATA			
Name:	S.S.G. FASHIONS LTD.		
Street Address:	27 EAST 37TH STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4287763	ACROBAT	
CORRESPONDENCE DATA			
Fax Number:	2037858127		
<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:	203.302.4069		
Email:	ctip@withersworldwide.com		
Correspondent Name:	Steven J. Moore		
Address Line 1:	157 Church Street		
Address Line 2:	14th Floor		
Address Line 4:	New Haven, CONNECTICUT 06510-2100		
ATTORNEY DOCKET NUMBER:	HK01169.0001		
NAME OF SUBMITTER:	Steven J. Moore		
SIGNATURE:	/Steven J. Moore/		
DATE SIGNED:	06/04/2015		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

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THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of April 3, 2015, is by and between LIRIC SALES, Inc., d/b/a THE LIRIC GROUP, a corporation maintaining a place of business at 215 W. 40th Street, 12th floor, New York, New York 10018 ("Assignor") and S.S.G. FASHIONS LTD., a corporation maintaining a place of business at 27 East 37th St., New York, New York 10016 and successor in interest of Cathay Import & Export (as defined below) ("Assignee"). Assignor and Assignee may be referred to this Assignment collectively as "Parties" or individually as a "Party." This Assignment is being entered into pursuant to the "Designer - Sales Agreement" (as hereinafter defined) and shall be effective as of April 3, 2000 (the "Effective Date").

RECITALS

A. WHEREAS, Assignor and Cathay Import & Export, Ltd. ("Cathay") entered into a Designer-Sales Agreement dated February 2, 1999 (the "Designer-Sales Agreement"). The Designer-Sales Agreement was amended by an amendment entered into by and between Assignor and Cathay and dated as of April 3, 2000 (the "First Amendment"). Among other things, Paragraph 2 of the First Amendment provided that Assignor assigned and transferred to Cathay fifty (50%) percent of any and all of Assignor's right, title and interest in and to (i) the name "ACROBAT" and accompanying logo and (ii) all rights in and goodwill pertaining thereto ((i) and (ii) collectively, the "Trademark").

B. WHEREAS, It is Assignor's understanding that on or about June 1, 2012, Cathay assigned and transferred all of Cathay's right, title and interest in the Designer-Sales Agreement (as amended) in and to Assignee. Accordingly, as to the Designer-Sales Agreement, Cathay became predecessor-in-interest to Assignee, and Assignee became successor-in-interest to Cathay. This relationship was memorialized in an amendment to the Designer-Sales Agreement entered into by and between Assignor and Assignee (as successor-in-interest to Cathay) and dated as of June 1, 2012 (the "Second Amendment"). Among other things, the Second Amendment ratified and confirmed all the terms and conditions of the Designer-Sales Agreement (as amended). Accordingly, at such time as Assignee assumed Cathay's various rights and obligations under the Designer-Sales Agreement (as amended) as Cathay's successor-in-interest, Cathay's interest in the Trademark was similarly assumed by Assignee;

C. WHEREAS, Assignor hereby unconditionally consents to the transfer by Cathay to Assignee (as Cathay's successor-in-interest) of the aforementioned fifty (50%) percent interest in and to the Trademark (as more fully and expressly defined below) in accordance with the terms and conditions of the First Amendment and the Second Amendment to the Designer-Sales Agreement;

D. WHEREAS, the Parties hereto enter into this Assignment in order for Assignor to formally assign to Assignee as prescribed herein an undivided fifty percent (50%) interest in the Trademark, with current United States Patent and Trademark Office Registration No. 4,287,763 and registered February 12, 2013, a copy of which is attached as an Attachment to this Assignment, evidencing Assignor's assignment described in A above in accordance with the First Amendment;

E. WHEREAS, Assignor, immediately preceding the Effective Date, wholly owns or controls such Trademark; and

F. WHEREAS, in furtherance of the foregoing formal assignment of the Trademark, Assignor desires to assign, convey, transfer, deliver and vest fifty percent (50%) of its wholly-owned right, title and interest in the Trademark for all countries, jurisdictions and political entities of the world to and in Assignee.

NOW, THEREFORE, in consideration of good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

In accordance with Paragraph 2 of the First Amendment, Assignor, does hereby assign, convey, transfer and deliver and agrees to assign, convey, transfer and deliver to Assignee (as successor-in-interest to Cathay), its successors, assigns and legal representatives or nominees, free and clear of any and all liens, security interests, claims and other encumbrances, an undivided fifty percent (50%) right, title and interest in the Trademark, for all countries, jurisdictions and political entities of the world, along with the right to sue for all past, present or future infringement or other violation of any right, title and interest in the Trademark and to settle and retain proceeds from any such actions and corresponding foreign trademarks and trademark applications (whether or not registered or to be registered) with respect to which, and to the extent to which, Assignor has had immediately prior to the Effective Date or thereafter acquires the right to so assign, convey, transfer and deliver ("Assignee's 50% Trademark Interest"). Assignor retains an undivided fifty percent (50%) right, title and interest in the Trademark, for all countries, jurisdictions and political entities of the world, along with the right to sue for all past, present or future infringement or other violation of any right, title and interest in the Trademark and to settle and retain proceeds from any such actions and corresponding foreign trademarks and trademark applications (whether or not registered or to be registered). Assignor agrees not to challenge the validity of Assignee's 50% Trademark Interest, or take any other actions inconsistent with Assignee's undivided fifty percent (50%) ownership of the Trademark.

Assignor agrees that, upon Assignee's request, it will at any time without charge to Assignee but at Assignee's expense, furnish all necessary documentation relating to or supporting chain of title, sign all papers, take all rightful oaths and do all acts which may be necessary, desirable or convenient for vesting title to Assignee's 50% Trademark Interest in Assignee, its successors assigns and legal representatives or nominees.

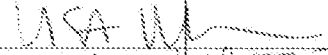
Assignee agrees to give prior written notice to Assignor of (a) any and all future assignments by Assignee to a third party of Assignee's 50% Trademark Interest, and (b) any and all filings Assignee desires to make with the United States Patent and Trademark Office evidencing Assignee's 50% Trademark Interest, together with furnishing Assignor with a copy of any documents, cover letters and other written correspondence in connection with the foregoing prior to such transactions and/or filings.

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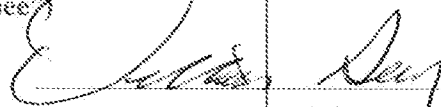
This Assignment constitutes the entire assignment between Assignee and Cathay Import & Export (on the one hand) and Assignor (on the other hand) with respect to the subject matter hereof, supersedes and merges all prior discussions and negotiation written or oral and cannot be altered, modified, amended or waived, in whole or in part, except by written instrument signed by the parties hereto. This Assignment supersedes, overrides, amends and otherwise replaces any similar assignment agreement which may have been previously executed by and between Cathay Import & Export and/or Assignee (on the one hand) and Assignor (on the other hand) with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have caused the Trademark Assignment to be executed by their duly authorized representatives as of the Effective Date.

LIRIC SALES, INC., d/b/a THE LIRIC GROUP
("Assignor")

By: 
Name: LISA WURTZEL
Title: PRESIDENT

S.S.G. FASHIONS LTD.,
successor in interest to Cathay Import & Export, Ltd.
("Assignee")

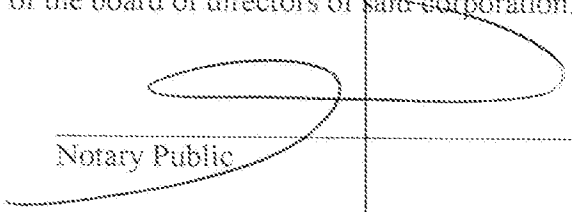
By: 
Name: WILLIAM SENG
Title: PRESIDENT

ATTACHMENT

Copy of ACROBAT mark, United States Patent and Trademark Office Registration No. 4,287,763

STATE OF NEW YORK *Ny*)
) ss.
COUNTY OF NEW YORK *Ny*)

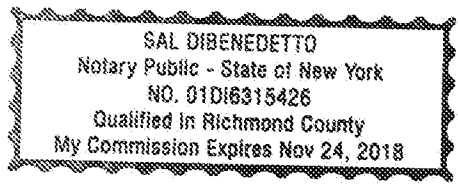
On the 03 day of June in the year 2015, before me personally
came LISA WURTZEL, to me known, who, being by me duly sworn, did depose and say that
she does business at 215 West 40th Street, 12th Floor, New York, New York 10018; that she is
the President of LIRIC SALES, INC., d/b/a THE LIRIC GROUP, the corporation described
in and which executed the above instrument; that she knows the seal of said corporation; and that
she signed her name thereto by authority of the board of directors of said corporation.



Notary Public

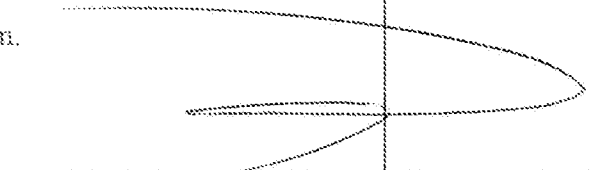
[Notarial Seal]

RPL § 309 - Corporate-Seal



STATE OF NY)
) ss:
COUNTY OF NY)

On the 03 day of JUNE in the year 2015 before me personally came WILLIAM SENG, to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in 901 PARK CL GLENEAD, NY 11545 (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they is (are) the (president or other officer or director or attorney in fact duly appointed) of S.S.G. FASHIONS LTD., the corporation described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.



Notary Public

[Notarial Seal]

RPL § 309 - Corporate-Seal

