

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455532

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
M.Z. Berger & Co., Inc.		11/10/2017	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	AWC Brands LLC
Street Address:	1001 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Limited Liability Company: NEW YORK

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3265144	ELGIN
Registration Number:	4358607	ELGIN
Registration Number:	0021464	ELGIN NATIONAL WATCH CO.
Registration Number:	0727232	ELGIN SPORTSMAN
Registration Number:	3259884	EMBASSY
Registration Number:	4610871	GLOBLU
Registration Number:	3265142	LADY ELGIN
Registration Number:	3265138	LORD ELGIN
Registration Number:	2673250	STUDIO TIME
Registration Number:	2602318	SACHE

CORRESPONDENCE DATA

Fax Number: 2126843999

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: 212 684-3900

Email: dmirman@grr.com

Correspondent Name: Donna Mirman

Address Line 1: 270 Madison Avenue

Address Line 2: c/o Gottlieb, Rackman & Reisman, P.C.

TRADEMARK

Address Line 4:	New York, NEW YORK 10016
ATTORNEY DOCKET NUMBER:	8905/001
NAME OF SUBMITTER:	Donna L. Mirman
SIGNATURE:	/Donna L Mirman/
DATE SIGNED:	12/21/2017
Total Attachments: 6 source=MZBTrademark_Assignment-#3480179-v3 (00102087xDE802)#page1.tif source=MZBTrademark_Assignment-#3480179-v3 (00102087xDE802)#page2.tif source=MZBTrademark_Assignment-#3480179-v3 (00102087xDE802)#page3.tif source=MZBTrademark_Assignment-#3480179-v3 (00102087xDE802)#page4.tif source=MZBTrademark_Assignment-#3480179-v3 (00102087xDE802)#page5.tif source=MZBTrademark_Assignment-#3480179-v3 (00102087xDE802)#page6.tif	

Trademark Assignment

This Trademark Assignment (this "Assignment"), effective as of November 10, 2017 ("Effective Date"), is between **M.Z. Berger & Co., Inc.**, a New York corporation ("Assignor") and **AWC Brands LLC**, a New York limited liability company with offices at 1001 Avenue of the Americas New York, NY 10010 ("Assignee").

WHEREAS, Assignor is the owner of all of the right, title and interest in and to the registered trademarks, service marks, applications therefor and trade names and all other common law trademarks, service marks, trade dress and trade names owned or used by Assignor in connection with its business as listed on the attached Schedule A; (collectively, the "Marks"), to wit, the registered trademarks and pending applications in the United States and abroad, all as set forth on Schedule A.

WHEREAS, Assignor, Assignee, **AWC Global LLC**, a New York limited liability company ("AWG") and other parties have entered into that certain Asset Purchase Agreement, dated as of November 10, 2017 (the "Purchase Agreement"), pursuant to which Assignor has agreed to assign, transfer and sell to Assignee, Assignor's entire right, title and interest in the Marks, and the goodwill associated therewith; and Assignee agrees to acquire Assignor's entire right, title, and interest in and to the Marks, and the goodwill associated therewith.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement and for One Dollar (\$1.00) and other fair good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, Assignor, as of the Effective Date, hereby sells, grants, conveys, transfers, assigns, and delivers to Assignee, its successors, and assigns, Assignor's entire right, title and interest in and to the Marks, including all trademark applications and registrations therefor, the goodwill of the business appurtenant to and associated with the Marks and which is symbolized thereby, as well as any renewals thereof, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be held, used and enjoyed as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.

1. Capitalized terms used herein have the respective meanings ascribed thereto in the Purchase Agreement unless otherwise defined herein.

2. Assignor covenants and agrees that, from time to time after the delivery of this Assignment, Assignor shall, promptly upon reasonable request and for no additional consideration, but at no cost to Assignor make, sign, execute, acknowledge, deliver, undertake and cause to be done such further instruments, actions, conveyances, transfers, assignments, powers of attorney and assurances, and take such other actions as, as may reasonably be requested by the Assignee or its counsel in order more effectively to convey, transfer, assign and vest the Marks to and in the Assignee in any jurisdiction, and to otherwise implement and carry out the purposes and intent of the Purchase Agreement, consistent with its terms.

3. The provisions of this Assignment shall be binding upon Assignor and its successors, assigns and legal representatives and shall inure to the benefit of Assignee and its successors, assigns and legal representatives.

4. It is agreed that the representations, warranties, covenants and agreements contained in the Purchase Agreement shall not merge into or with this Assignment but shall survive this Assignment and become a part hereof and shall continue in full force and effect for the period specified in the Purchase Agreement as though set forth herein at length. In the event that any provision of this Assignment shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.

5. All notices and other communications hereunder shall be in writing and shall be made in accordance with Section 11.2 of the Purchase Agreement.

6. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of a facsimile version or a copy in pdf format that is conveyed via email of one or more signatures to this Assignment shall be deemed adequate delivery for all purposes hereof.


7. Assignor hereby requests and authorizes the Commissioner of Patents and Trademarks, in the United States Patent and Trademark Office and the corresponding competent registries, entities or agencies in any applicable foreign countries, including the respective countries set forth in Schedule A, to record Assignee as the assignee and owner of the Trademarks.

[Signature page follows]

WHEREFORE, Assignor has caused this Trademark Assignment to be duly executed as of the above Effective Date.

ASSIGNOR:

M.Z. BERGER & CO., INC.

By: 
Name: _____
Title: _____

ASSIGNEE:

AWC BRANDS LLC

By: _____
Name: _____
Title: _____

STATE OF NEW YORK)
) s.s.
COUNTY OF _____)

On this ____ day of November, 2017, before me personally appeared _____, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the entities upon behalf of which the person acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
) s.s.
COUNTY OF _____)

On this ____ day of November, 2017, before me personally appeared _____, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the entities upon behalf of which the person acted, executed the instrument.

NOTARY PUBLIC

(Trademark Assignment Signature Page)

Schedule A

**UNITED STATES TRADEMARK
REGISTRATIONS**

Mark	App./Reg. Number	Goods	Status
ELGIN	3265144	Watches and Jewelry	Registered
ELGIN	4358607	Clocks	Registered
ELGIN NATIONAL WATCH CO.	21464	Watches	Registered
ELGIN SPORTSMAN	727232	Watches and parts thereof	Registered
EMBASSY	3259884	Watches and clocks	Registered
GLO BLU	4610871	Watches	Registered
LADY ELGIN	3265142	Jewelry and watches	Registered
LORD ELGIN	3265138	Watches and jewelry	Registered
STUDIO TIME	2673250	Watches	Registered
SACHE	2602318	Watches	Registered

CANADIAN TRADEMARK REGISTRATIONS

Mark	App./Reg. Number	Goods	Status
"Elgin"	TMDA115	Watches, watch bands, Clocks	Registered
Elgin	TMDA27737	Watches	Registered
Elgin National Watch Co. Design	NFLD985	Watches and clocks of all kinds and watch and clock movements	Registered
Elgin National Watch Company	TMDA15944	Watches	Registered
Elgin Watch Co.	TMDA1120	Watches	Registered
Embassy	TMA427331	Watches, watch cases and watch	Registered

Mark	App./Reg. Number	Goods	Status
		movements	
GLOBLU	TMA702437	Watches and Clocks	Registered
Lady Elgin	TMA693664	Watches and Jewelry	Registered
Lord Elgin	TMA111042	Watches, watch parts, and watch cases	Registered
Precision	TMADA45246	Watches, watch cases and watch movements. Clocks, clock cases and clock movements	Registered
Studio Time	TMA702761	Watches and Clocks	Registered

OTHER FOREIGN TRADEMARK REGISTRATIONS

Mark	Country	App./Reg. Number	Goods	Status
ELGIN	Saudi Arabia	142708406	"Hours"	Registered
ELGIN	United Arab Emirates	85140	"Hours"	Registered
ELGIN	Mauritius	5422710	Blank	Registered
ELGIN	Malaysia	6015112	Watches / Clocks	Registered
ELGIN	Philippines	Reg 42006009464	Watches / Clocks	Registered
ELGIN	Taiwan	Reg 01262833	In Taiwanese	Registered
ELGIN	Vietnam	Reg 40085385000	In Vietnamese	Registered
EMBASSY	China	Reg 702712	Watches / Clocks	Registered
EMBASSY	Hong Kong	Reg 199710052	Watches, watch cases, watch movements	Registered