

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535426

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	5

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BEAUTYGE I		08/06/2019	Exempted company incorporated: CAYMAN ISLANDS

RECEIVING PARTY DATA

Name:	BEAUTYGE II, LLC
Street Address:	One New York Plaza
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5740746	ACUMEN
Registration Number:	5064398	AMERICAN CREW NINE
Registration Number:	4906272	GROOM TO WIN
Registration Number:	2414785	MENSWORK
Registration Number:	2362341	FIBER
Registration Number:	2215539	AMERICAN CREW
Registration Number:	2615903	CLASSIC GRAY
Registration Number:	2735377	AMERICAN CREW - OFFICIAL SUPPLIER TO MEN
Registration Number:	2619890	MENSWORK
Registration Number:	1904875	AMERICAN CREW

CORRESPONDENCE DATA

Fax Number:

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.

Email: nalbano@paulweiss.com, lfranco@paulweiss.com

Correspondent Name: Nicole A. Albano

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

CH \$265.00 5740746

Address Line 2: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 2500-0359

NAME OF SUBMITTER: Nicole A. Albano

SIGNATURE: /Nicole A. Albano/

DATE SIGNED: 08/06/2019

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”), dated effective as of August 6, 2019, is by and between, Beautyge I (the “Assignor”) and Beautyge II, LLC (“Assignee”). Assignee and Assignor are referred to herein individually as a “Party” and collectively, as the “Parties”. All capitalized terms used but not defined herein shall have the respective meanings specified in, or incorporated by reference into the Agreement (defined below).

RECITALS:

WHEREAS, Assignor and Assignee have entered into that certain Lower Tier Transfer and Contribution Agreement as of the effective date hereof (the “Agreement”) whereby Assignor has agreed to Convey the Transferred Assets to Assignee and Assignee has agreed to acquire the Transferred Assets from Assignor;

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of the Intellectual Property of Assignor associated with the Transferred Assets as set forth below.

WHEREAS, Assignee desires Assignor to enter into this Assignment so that Assignee may record with the United States Patent and Trademark Office, state trademark offices, other applicable governmental authorities and other registrars the transfer and assignment of the Intellectual Property by the Assignor to Assignee.

NOW, THEREFORE, for valuable consideration, including without limitation the consideration received by Assignor under the Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Grant of Assignment. Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor’s right, title and interest, of whatever kind, throughout the world, in and to the Intellectual Property, together with all of the goodwill associated with and symbolized thereby, including any applications, registrations, renewals and extensions thereof for the Intellectual Property, including as further detailed in the attached Exhibit A, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, the same to be held and enjoyed by Assignee, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.
2. Rights. The foregoing assignment includes all rights to collect royalties, products and proceeds in connection with any of the Intellectual Property and all rights to sue for past, present or future infringement, misappropriation or other violation of the Intellectual Property, and all rights to recover damages or lost profits in connection therewith. In addition, Assignor agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by Assignee of the Intellectual Property, or assist any third party in any of the foregoing.
3. Further Assurances. Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Intellectual Property assigned herein.

4. Binding Effect. This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Assignor agrees that this Assignment and any of its rights, interests or obligations hereunder shall not be assigned, directly or indirectly, including without limitation, by operation of law, without the prior written consent of Assignee. Assignee may freely assign this Assignment and any of its rights, interests or obligations hereunder.
5. Conflict With Agreement. This Assignment is executed and delivered pursuant to the Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.
6. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.
7. Electronic Signatures. A signature to this Assignment delivered by email or other electronic means will be deemed valid.
8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).
9. Amendment. This Assignment may not be amended, modified, waived, or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR

Beautyge I

By: 

Name: Michael T. Sheehan
Title: Director

ASSIGNEE

Beautyge II, LLC

By: 

Name: Michael T. Sheehan
Title: Vice President and Secretary

Exhibit A

Trademark Registrations and Applications

COUNTRY	TRADEMARK	INT. CLASSES)	APP. NO.	APP. DATE	REG. NO.	REG. DATE	STATUS
United States of America	ACUMEN	3	87672821	6-Nov-17	5740746	30-Apr-19	Registered
United States of America	AMERICAN CREW NINE	3	87027442	6-May-16	5064398	18-Oct-16	Registered
United States of America	GROOM TO WIN	3	86619552	5-May-15	4906272	23-Feb-16	Registered
United States of America	MENSWORK	8, 25, 41	75/979841	4-Nov-97	2414785	19-Dec-00	Registered
United States of America	FIBER	3	75/793805	7-Sep-99	2362341	27-Jun-00	Registered
United States of America	AMERICAN CREW	3, 5	75/977912	6-Sep-96	2215539	29-Dec-98	Registered
United States of America	CLASSIC GRAY	3	76/167905	20-Nov-00	2615903	3-Sep-02	Registered
United States of America	AMERICAN CREW - OFFICIAL SUPPLIER TO MEN	3	76/288851	23-Jul-01	2735377	8-Jul-03	Registered
United States of America	MENSWORK	16	76/149508	18-Oct-00	2619890	17-Sep-02	Registered
United States of America	AMERICAN CREW	3	74/433656	8-Sep-93	1904875	11-Jul-95	Registered