# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM606593

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

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
KVZ International Limited		10/29/2018	Company: VIRGIN ISLANDS, BRITISH

### **RECEIVING PARTY DATA**

Name:	Centric Brands Holding LLC		
Street Address:	350 Fifth Avenue, 6th Floor		
City:	New York		
State/Country: NEW YORK			
Postal Code:	10118		
Entity Type:	Limited Liability Company: DELAWARE		

#### **PROPERTY NUMBERS Total: 68**

Property Type	Number	Word Mark
Registration Number:	4629745	ACTION DRY
Registration Number:	3330493	APPROVED SCHOOL WEAR ASW
Registration Number:	5119751	
Registration Number:	3238526	B. MAKOWSKY
Registration Number:	3238527	B. MAKOWSKY
Registration Number:	2110195	BOO BOO BUDDY
Registration Number:	5382163	BOOMDASH
Registration Number:	5646352	CANDY COLOR
Registration Number:	0652100	CHIPS 'N TWIGS
Registration Number:	4765609	CLEAN SHOT
Registration Number:	5312110	COZY SOCKS
Registration Number:	4663642	DAZZLE
Registration Number:	2018138	DETAILS BY E.E.H.
Registration Number:	2903175	GABRIELLE K.
Registration Number:	3443225	GREEN BY NATURE
Registration Number:	5233791	HAPPY GIRL
Registration Number:	5129976	HEAT ZONE
Registration Number:	3004794	HIP FLOPS
Registration Number:	4384499	HIT AND MIST
		TRADEMARK

**REEL: 007094 FRAME: 0836** 900578125

<u>TRADEMARK</u>

Property Type	Number	Word Mark				
Registration Number:	1504944	JONATHAN STRONG				
Registration Number:	5018593	JUST IN CASE				
Registration Number:	4717334	KEEP CALM AND PLAY GOLF				
Registration Number:	2079312	KIDS HEADQUARTERS				
Registration Number:	4274828	LIL' RUNNERS				
Registration Number:	4291036	LIP VITAMINS				
Registration Number:	3864690	LITTLE FEET, BIG WORLD				
Registration Number:	2930650	LOTTA LUV				
Registration Number:	4373014	LOUD MOUTH				
Registration Number:	4755774	LUIGI FRANCONI				
Registration Number:	2879282	M. HASKELL				
Registration Number:	5074153	M.W. SAMARA				
Registration Number:	3913867	MIRIAM HASKELL				
Registration Number:	5157528	MIRIAM HASKELL				
Registration Number:	3106225					
Registration Number:	4921960	MOVEMENT				
Registration Number:	4676035	NORTHWEST TRAILS				
Registration Number:	4791641	PAUL MILLER				
Registration Number:	4812688	PAUL MILLER				
Registration Number:	4933706	PLANET KIDS				
Registration Number:	2943502	PLANET SOX				
Registration Number:	3013905	POM POM HEADS				
Registration Number:	5060714	POWER FUSION				
Registration Number:	4938647	RETRO MODERN DRESSWEAR				
Registration Number:	1709927	RLM				
Registration Number:	4747292	ROBERT LEE MORRIS SOHO				
Registration Number:	3952940	SAFETY TOES				
Registration Number:	4765610	SCUFFIES				
Registration Number:	5121395	SCULPT AND LIFT				
Registration Number:	4214897	SLIMPACT				
Registration Number:	5570982	SNUGGLE TOES				
Registration Number:	4765611	SOCK MONSTERS				
Registration Number:	4727822					
Registration Number:	3870755	SUNTIME				
Registration Number:	4242161	SWIFT-DRY				
Registration Number:	2246878	TIGNANELLO				
Registration Number:	4038775	TT				
Registration Number:	4359368	TYLER RODAN				

Property Type	Number	Word Mark
Registration Number:	3580178	UP-LATE
Registration Number:	5603334	UP-LATE
Registration Number:	3580183	UP-LATE
Registration Number:	4703425	WACKY TOES
Registration Number:	2815214	BABY HEADQUARTERS
Registration Number:	3850605	CHAPFIX+
Registration Number:	5616544	E.T.A EVERYDAY TRAVEL ADVENTURE
Registration Number:	4615044	KEEP CALM AND DRINK BEER
Registration Number:	5788981	LIP PIC
Registration Number:	4602751	NAIL TREND
Registration Number:	4539292	SNAP & MATCH

#### 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.

**Phone:** 4157305565

**Email:** sdvoskin@centricbrands.com

Correspondent Name: Simone Dvoskin

Address Line 1: 350 Fifth Avenue, 6th Floor
Address Line 4: New York, NEW YORK 10118

NAME OF SUBMITTER:	Simone Dvoskin
SIGNATURE:	/simone dvoskin/
DATE SIGNED:	11/03/2020

#### **Total Attachments: 15**

source=Project Legend - Step 10(a) - Trademark Assignment Agreement - KVZ to CBH (Executed)#page1.tif source=Project Legend - Step 10(a) - Trademark Assignment Agreement - KVZ to CBH (Executed)#page2.tif source=Project Legend - Step 10(a) - Trademark Assignment Agreement - KVZ to CBH (Executed)#page3.tif source=Project Legend - Step 10(a) - Trademark Assignment Agreement - KVZ to CBH (Executed)#page5.tif source=Project Legend - Step 10(a) - Trademark Assignment Agreement - KVZ to CBH (Executed)#page6.tif source=Project Legend - Step 10(a) - Trademark Assignment Agreement - KVZ to CBH (Executed)#page7.tif source=Project Legend - Step 10(a) - Trademark Assignment Agreement - KVZ to CBH (Executed)#page8.tif source=Project Legend - Step 10(a) - Trademark Assignment Agreement - KVZ to CBH (Executed)#page9.tif source=Project Legend - Step 10(a) - Trademark Assignment Agreement - KVZ to CBH (Executed)#page10.tif source=Project Legend - Step 10(a) - Trademark Assignment Agreement - KVZ to CBH (Executed)#page11.tif source=Project Legend - Step 10(a) - Trademark Assignment Agreement - KVZ to CBH (Executed)#page12.tif source=Project Legend - Step 10(a) - Trademark Assignment Agreement - KVZ to CBH (Executed)#page12.tif source=Project Legend - Step 10(a) - Trademark Assignment Agreement - KVZ to CBH (Executed)#page13.tif source=Project Legend - Step 10(a) - Trademark Assignment Agreement - KVZ to CBH (Executed)#page13.tif source=Project Legend - Step 10(a) - Trademark Assignment Agreement - KVZ to CBH (Executed)#page13.tif source=Project Legend - Step 10(a) - Trademark Assignment Agreement - KVZ to CBH (Executed)#page13.tif source=Project Legend - Step 10(a) - Trademark Assignment Agreement - KVZ to CBH (Executed)#page15.tif

#### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "<u>Assignment</u>") is entered into and made effective as of October <u>29</u> 2018 by and between KVZ International Limited, a British Virgin Islands company ("<u>Assignor</u>") and Centric Brands Holding LLC, a Delaware limited liability company ("<u>Assignee</u>"). Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor owns all right, title and interest in and to the trademarks, service marks, logos, designs, names and trade names listed on <u>Schedule A</u> attached hereto (the "<u>Trademarks</u>"), all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by such Trademarks;

WHEREAS, Differential Brands Group Inc., a Delaware corporation ("<u>Purchaser</u>"), Global Brands Group Holding Limited, a Bermuda corporation with limited liability, and GBG USA Inc., a Delaware corporation ("<u>GBG</u>") entered into a Purchase and Sale Agreement, dated as of June 27, 2018 (the "Purchase Agreement"); pursuant to which, among other others, Purchaser agreed to purchase certain assets from GBG, including the Trademarks;

WHEREAS, Purchaser desires and directs that the Trademarks be assigned directly from Assignor, which is an Affiliate of GBG, to Assignee; and

WHEREAS, effective as of the date hereof, Assignor desires to transfer, assign and convey to Assignee, all of Assignor's right, title and interest in and to the Trademarks, on and subject to the terms and conditions set forth herein.

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

Assignment. Effective as of the date hereof, Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, its successors and permitted assigns, and Assignee hereby assumes and accepts, all of Assignor's right, title and interest, in and to the Trademarks, including all trademark applications and registrations relating thereto, any renewals and extensions relating to the Trademarks, any common law rights to such Trademarks, all issuances, extensions and renewals of the foregoing, all rights to create new trademarks that incorporate the foregoing, all rights to request, apply for, file and register the foregoing, all goodwill of the business arising from use of and symbolized by the Trademarks, the portion of the business of Assignor to which any intent-to-use applications set forth on Schedule A pertains (and that business is ongoing and existing), all defenses, claims and causes of action either in law or in equity against third parties for any and claims for damages by reason of all present, past and future infringement, dilution or violation of the rights being assigned and the right to sue and collect damages and seek injunctive relief from the foregoing, and retain any income royalties, other payments, and proceeds therefrom now and hereafter due and/or payable to Assignor in respect to the foregoing, as well as all rights of any kind whatsoever of Assignor accruing under

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any of the foregoing by applicable law of any jurisdiction, by international treaties and conventions and otherwise, and in and to all rights corresponding to the foregoing throughout the world; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, and permitted assigns for its own use and benefit as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been entered into.

- Recordation and Further Assurances. Assignor authorizes and requests the competent authorities including without limitation the Commissioner for Patents of the United States Patent and Trademark Office and any other empowered governmental official in the United States and/or in the relevant jurisdictions outside the United States whose duty is to issue trademark registrations or other evidence or forms of intellectual property and/or industrial property protection on applications as aforesaid, to record and/or register this Assignment in accordance with the Assignment. Assignor hereby agrees to promptly execute, or cause to be executed, upon the reasonable request of Assignee and at Assignee's sole cost and expense, such additional instruments, documents, declarations, consents and papers as are reasonably necessary or desirable to continue, secure, defend and register the Trademarks, and to otherwise give full effect to and to perfect the rights of Assignee under this Assignment, including, without limitation, (a) perfecting all right, title and interest herein conveyed; (b) prosecuting any applications herein conveyed; (c) legal proceedings involving any trademark and any applications therefor, including without limitation opposition proceedings, infringement actions and court actions; (d) all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent & Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar.
- 3. <u>Rights Cumulative</u>; <u>Scope of Assignment</u>. The rights, duties and obligations of the parties hereunder shall be cumulative and in addition to the rights, duties and obligations of the parties under the Purchase Agreement. Notwithstanding any other provision of this Assignment to the contrary, nothing contained herein shall in any way supersede, amend, rescind, waive, expand, or in any other way affect the provisions, including the representations, warranties, covenants and agreements or the rights and remedies of any of the parties under the Purchase Agreement, and, to the extent of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement is intended only to effect the transfer of the Trademarks, pursuant to the Purchase Agreement, and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.
- 4. <u>Governing Law</u>. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.
- 5. <u>Amendments</u>. This Assignment may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.
- 6. <u>Severability</u>. If any provision hereof or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of such provision to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

- 7. <u>Counterparts</u>. 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 one or more signatures to this Assignment by email (in PDF or similar electronic file format) shall be deemed adequate delivery for all purposes hereof.
- 8. <u>Notices</u>. All notices and other communications hereunder shall be in writing and shall be made in accordance with <u>Section 11.5</u> of the Purchase Agreement.
- 9. <u>Binding Effect; Assignment</u>. This Assignment and the respective rights, covenants, conditions and obligations of the parties hereunder and any instrument or agreement executed pursuant hereto shall be binding upon and enforceable by, and shall inure solely to the benefit of, the parties hereunder and their respective heirs, successors and permitted assigns and legal representatives, but shall not create any rights enforceable by any other person.
- 10. <u>Section Titles</u>. The titles of the sections of this Assignment are for convenience only and will not in any way affect the interpretation of any section or of the Assignment itself.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed in their respective names by their respective officers duly authorized, as of the date first written above.

#### ASSIGNOR

**KVZ INTERNATIONAL LIMITED** 

Name: Robert K. Smits

Title: Authorized Person

#### ASSIGNEE

CENTRIC BRANDS HOLDING LLC

Name: Robert K. Smits

Title: Authorized Person

[Signature Page to Trademark Assignment Agreement]

# SCHEDULE A Schedule of Trademarks

Jurisdiction	Trademark	Application No.	Application Date	Registration	Registration Date
Canada	KATHY VAN ZEELAND	1512736	26-Jan-2011	TMA881,395	8-Jul-2014
Canada	KATHY VAN ZEELAND (stylized)	1258887	18-May- 2008	TMA670,386	18-Aug- 2006
Canada	KHQ	0835222	31-Jan-1997	TMA497040	3-Jul-1998
Canada	TIGNANELLO	0813419	24-May- 1996	TMA488641	29-Jan-1998
China P.R.	CHAPFIX+	8585037	18-Aug- 2010	8585037	14-Apr-2013
China P.R.	CHAPFIX+ and design	8585036	18-Aug- 2010	8585036	7-Nov-2013
Community Trademark	B. MAKOWSKY	008832446	25-Jan-2010	008832446	13-Jul-2010
Community Trademark	MAN+BALM	010961043	13-Jun- 2012	010961043	20-Dec-2012
Community Trademark	TIGNANELLO	008832594	25-Jan-2010	008832594	25-Jan-2010
Hong Kong	CHAPFIX+	301688987	13-Aug- 2010	301688987	13-Aug- 2010
Hong Kong	CHAPFIX+ and design	301689012	13-Aug- 2010	301689012	13-Aug- 2010
Japan	CHAPFIX+	2010-063702	11-Aug- 2010	5377499	17-Dec-2010
Japan	CHAPFIX+ and design	2010-063703	11-Aug- 2010	5379445	24-Dec-2010
Japan	LOTTA LUV in katakana	2007-085704	2-Aug-2007	5127329	11-Apr-2008
Mexico	KATHY VAN ZEELAND (Stylized)	717574	16-May- 2005	913871	15-Dec-2005
New Zealand	TREVISO	838083	4-Mar-2011	838083	3-Jul-2012
Republic of Korea	CHAPFIX+	40-2010- 0042945	10-Aug- 2010	40-0881670	22-Sep-2011
South Africa	TREVISO	2011/05433	8-Mar-2011	2011/05433	8-Mar-2011
South Africa	TREVISO	2011/05434	8-Mar-2011	2011/05434	6-Jan-2014
Switzerland	SPOILED ROTTEN	56280/2011	25-May- 2011	619128	25-May- 2011
United States	BODY CHARMS	85/500,646	21-Dec- 2011	4,278,358	22-Jan-2013

Jurisdiction	Trademark	Application No.	Application Date	Registration	Registration Date
United States	CANDY CORNER	85/637,679	29-May-	4,377,535	30-Jul-2013
		03,037,079	2012	1,577,555	30 341 2013
United States	CHAPFIX+	77/506,860	24-Jun- 2008	3,850,605	21-Sep-2010
United States	CLEAN UP YOUR ACT	85/360,267	30-Jun- 2011	4,411,501	1-Oct-2013
United States	CREATE-A-BALM	77/563,608	5-Sep-2008	3,605,706	14-Apr-2009
United States	FABRIC-IN- ACTION	77/720,976	23-Apr- 2009	4,384,142	13-Aug- 2013
United States	GIRL 2 GIRL	85/500,581	21-Dec- 2011	4,186,562	7-Aug-2012
United States	GREEN BY NATURE	77/263,172	23-Aug- 2007	3,443,225	3-Jun-2008
United States	HANK N' EDDIE	74/119,790	3-Dec-1990	1,712,723	1-Sep-1992
United States	HIT AND MIST	85/360,256	30-Jun- 2011	4,384,499	13-Aug- 2013
United States	H'N E	75/221,427	6-Jan-1997	2,170,383	30-Jun-1998
United States	JONATHAN STRONG and Design	73/706,245	19-Jan-1988	1,504,944	20-Sep-1988
United States	KATHY VAN ZEELAND	78/552,391	24-Jan-2005	3,103,426	13-Jun-2006
United States	KATHY VAN ZEELAND (Stylized)	78/546,155	12-Jan-2005	3,106,224	20-Jun-2006
United States	LIL' ORGANICS	85/500,609	21-Dec- 2011	4,278,357	22-Jan-2013
United States	LIP VITAMINS	85/493,922	13-Dec- 2011	4,291,036	19-Feb-2013
United States	LITTLE BY LITTLE	86/961,033	01-April- 2016		
United States	LOCKER LOUNGE	85/564,113	8-Mar-2012	4,285,182	5-Feb-2013
United States	LOTTA LUV	78/296,437	5-Sep-2003	2,930,650	8-Mar-2005
United States	LOUD MOUTH	85/360,224	30-Jun- 2011	4,373,014	23-Jul-2013
United States	MANE SQUEEZE	85/360,242	30-Jun- 2011	4,384,498	13-Aug- 2013
United States	MISCELLANEOUS DESIGN (PURSE)	78/546,170	12-Jan-2005	3,106,225	20-Jun-2006
United States	MOUTH OFF	85/360,228	30-Jun- 2011	4,384,495	13-Aug- 2013
United States	MUD IN YOUR FACE	85/360,239	30-Jun- 2011	4,419,010	15-Oct-2013
United States	MYSOX	86/521,094	02-Feb- 2015		

Jurisdiction	Trademark	Application	Application	Registration	Registration
		No.	Date	No.	Date
United States	PJ & ME	85/903,214	12-Apr- 2013	4,425,685	29-Oct-2013
United States	POINT THE FINGER	85/360,223	30-Jun- 2011	4,376,987	30-Jul-2013
United States	RETRO MODERN	77/452,469	18-Apr-	3,610,592	21-Apr-2009
United States	DRESSWEAR SKIN VITAMINS	85/500,563	2008 21-Dec-	4,307,581	26-Mar-
United States	SMOOTH IT OVER	85/360,235	2011 30-Jun-	4,384,497	2013 13-Aug-
United States	SPOILED ROTTEN	85/978,897	2011 20-May- 2011	4,336,375	2013 14-May- 2013
United States	TFW	73/817,011	4-Aug-1989	1,595,498	8-May-1990
United States	TIGNANELLO	74/547,032	8-Jul-1994	2,246,878	25-May- 1999
United States	WE STICK TOGETHER	85/360,247	30-Jun- 2011	4,376,988	30-Jul-2013
United States	WRAPT	85/316,343	9-May-2011	4,324,966	23-Apr-2013
Canada	ACTIVE ENERGY SYSTEM	1417321	06-Nov- 2008	TMA803975	09-Aug- 2011
Canada	BABY STEPS	1268285	11-Aug- 2005	TMA673619	28-Sep-2006
Canada	BOO BOO BUDDY	1,133,181	5-Mar-2002	TMA600195	21-Jan-2004
Canada	CANDY GIRL	1649539	21-Oct- 2013	TMA914327	16-Sep-2015
Canada	FUNKY SOCKS	1,844,360	23-Jun- 2017		
Canada	FUNKY SOCKS	1649538	21-Oct- 2013	TMA915407	29-Sep-2015
Canada	KIDS HEADQUARTERS	0835223	31-Jan-1997	TMA523302	17-Feb-2000
Canada	NORTHWEST TRAILS	1649537	21-Oct- 2013	TMA915405	29-Sep-2015
Canada	'PS' in a circle & underlined words 'Planet Sox'	1597347	9-Oct-2012	TMA865861	25-Nov- 2013
Canada	SPORT ESSENTIALS	1649536	21-Oct- 2013	TMA914328	16-Sep-2015
China P.R.	B. MAKOWSKY	7177360	9-Feb-2009	7177360	7-Mar-2011

Jurisdiction	Trademark	Application No.	Application Date	Registration	Registration Date
China P.R.	FUNKY SOCKS	1359848	23-Jun- 2017		
China P.R.	KATHY VAN ZEELAND (Stylized)	4648159	10-May- 2005	4648159	7-Jan-2009
China P.R.	KIDS HEADQUARTERS	12781310	20-Jun- 2013	12781310	28-Oct-2014
China P.R.	KIDS HEADQUARTERS	12781311	20-Jun- 2013	12781311	14-Dec-2014
China P.R.	KIDS HEADQUARTERS in simplified Chinese characters	12781308	20-Jun- 2013		
China P.R.	KIDS HEADQUARTERS in simplified Chinese characters	12781309	20-Jun- 2013		
China P.R.	KiDs HQ	12075500	21-Mar- 2013	12075500	14-Aug- 2014
China P.R.	KiDs HQ	12075498	21-Jan-2013	12075498	14-Jul-2014
Community Trademark	CHAPFIX+	009332925	25-Aug- 2010	009332925	10-Sep-2012
Community Trademark	SPOILED ROTTEN	009981705	19-May- 2011	009981705	21-Oct-2011
Hong Kong	KHQ	300952164	9-Nov-2007	300952164	9-Nov-2007
Hong Kong	KIDS HEADQUARTERS	302489149	8-Jan-2013	302489149	8-Jan-2013
Hong Kong	KIDS HEADQUARTERS	302646063	20-Jun- 2013	302646063	20-Jun-2013
Hong Kong	KIDS HEADQUARTERS in simplified Chinese characters	302646072	20-Jun- 2013	302646072	20-Jun-2013
Hong Kong	KiDs HQ	302646054	20-Jun- 2013	302646054	20-Jun-2013
World Intellectual Property Organization (WIPO)  Designations to Mexico and Japan	FUNKY SOCKS	1359848	23-Jun- 2017	1359848	23-Jun-2017
Mexico	FUNKY SOCKS	1817760	7-Nov-2016	1828128	4-Dec-2017
Republic of Korea	CHAPFIX+ and design	40-2010- 0042946	18-Aug- 2010	400883362	5-Oct-2011

Jurisdiction	Trademark	Application	Application	Registration	Registration
		No.	Date	No.	Date
Republic of	FUNKY SOCKS	1359848	23-Jun-		
Korea	******	<b>210100</b>	2017		
Singapore	KIDS	T1310075E	24-Jun-		
<b>a</b> '	HEADQUARTERS	F10100F1D	2013		
Singapore	KiDs HQ	T1310071B	24-Jun- 2013		
Taiwan	CHAPFIX+	099039898	13-Aug- 2010	01459546	16-May- 2011
Taiwan	FUNKY SOCKS	106040527	3-Jul-2017	01887612	16-Dec-2017
Taiwan	KIDS HEADQUARTERS	102034092	25-Jun- 2013	102034092	1-Mar-2014
Taiwan	KIDS HEADQUARTERS	102002293	14-Jan-2013	102002293	16-Sep-2013
Taiwan	KIDS HEADQUARTERS in simplified Chinese characters	102034095	25-Jun- 2013	01630723	1-Mar-2014
Taiwan	KiDs HQ	102034089	25-Jun- 2013	1658581	1-Aug-2014
United States	ABSORB DRY	85/814,027	2-Jan-2013	4,449,034	10-Dec-2013
United States	LITTLE FEET, BIG WORLD	76/698,102	26-Jun- 2006	3,864,690	19-Oct-2010
United States	SWIFT-DRY	76/708,836	23-Aug- 2011	4,242,161	13-Nov- 2012
United States	ABSORBTEK	86/067,897	18-Sep- 2013	4,611,180	23-Sep-2014
United States	ACTION DRY	86/068,139	18-Sep- 2013	4,629,745	28-Oct-2014
United States	ACTIVE ENERGY SYSTEM	77/560,031	2-Sep-2008	3,648,718	30-Jun-2009
United States	"Arrow design pointing to the right"	86/129,680	26-Nov- 2013	5,119,751	10-Jan-2017
United States	B. MAKOWSKY	78/874,005	2-May-2006	3,238,526	1-May-2007
United States	B. MAKOWSKY (Stylized)	78/874,009	2-May-2006	3,238,527	1-May-2007
United States	BOO BOO BUDDY	74/305,050	17-Aug- 1992	2,110,195	4-Nov-1997
United States	BOOMDASH	87/278,199	22-Dec- 2016	5,382,163	16-Jan-2018
United States	CANDY COLOR	87/616,318	20-Sep- 2017		
United States	CANDY GIRL	76/263,414	25-May- 2001	2,689,276	18-Feb-2003
United States	CANDY GIRL	76/681,488	4-Sep-2007	3,557,983	6-Jan-2009
United States	CANDY GIRL	76/698,286	7-Jul-2009	4,125,650	10-Apr-2012

Jurisdiction	Trademark	Application No.	Application Date	Registration	Registration Date
United States	CHIPS 'N TWIGS (Stylized)	72/022,422	11-Jan-1957	0,652,100	24-Sep-1957
United States	CLEAN SHOT	86/244,235	7-Apr-2014	4,765,609	30-Jun-2015
United States	COZY SOCKS	86/858,901	28-Dec- 2015	5,312,110	17-Oct-2017
United States	DAZZLE	86/289,627	22-May- 2014	4,663,642	30-Dec-2014
United States	DETAILS BY E.E.H.	74/542,909	27-Jun- 1994	2,018,138	19-Nov- 1996
United States	FUNKY SOCKS	85/816,915	7-Jan-2013	4,482,403	11-Feb-2014
United States	FUNKY SOCKS	87/279,895	23-Dec- 2016	5,214,246	30-May- 2017
United States	GABRIELLE K.	78/227,666	19-Mar- 2003	2,903,175	16-Nov- 2004
United States	HAPPY BABY	86/803,790	29-Oct- 2015		
United States	HAPPY GIRL	87/061,678	6-Jun-2016	5,233791	27-Jun-2017
United States	HEAT ZONE	86/763,847	22-Sep- 2015	5,129,976	24-Jan-2017
United States	HIP FLOPS	76/549,111	10-Sep- 2003	3,004,794	4-Oct-2005
United States	JUST IN CASE	86/517,952	29-Jan-2015	5,018,593	9-Aug-2016
United States	KEEP CALM AND DRINK BEER	86/068,193	18-Sep- 2013	4,615,044	30-Sep-2014
United States	KEEP CALM AND PLAY GOLF	86/068,163	18-Sep- 2013	4,717,334	7-Apr-2015
United States	KIDS HEADQUARTERS	75/154,953	23-Aug- 1996	2,079,312	15-Jul-1997
United States	LIL' RUNNERS	85/623,206	11-May- 2012	4,274,828	15-Jan-2013
United States	M.W. SAMARA	86/595,836	13-Apr- 2015	5,074,153	1-Nov-2016
United States	MAKE YOUR MARK	86/605,521	22-April- 2015		
United States	MED TECH	77/757,351	11-Jun- 2009	3,938,495	29-Mar- 2011
United States	MIRIAM HASKELL	85/064,492	16-Jun- 2010	3,913,867	1-Feb-2011
United States	MIRIAM HASKELL (stylized)	86/867,061	6-Jan-2016	5,157,528	7-Mar-2017
United States	NORTHWEST TRAILS	85/927,207	9-May-2013	4,676,035	20-Jan-2015
United States	PAUL MILLER	86/282,180	15-May- 2014	4,791,641	11-Aug- 2015

Jurisdiction	Trademark	Application	Application	Registration	Registration
		No.	Date	No.	Date
United States	PAUL MILLER	86/536,817	17-Feb- 2015	4,812,688	15-Sep-2015
United States	PEPI BAMBINI	85/723,754	7-Sep-2012	4,467,406	14-Jan-2014
United States	PLANET SOX	76/584,185	31-Mar- 2004	2,943,502	26-Apr-2005
United States	POM POM HEADS	78/295,254	3-Sep-2003	3,013,905	8-Nov-2005
United States	POWER FUSION	86/716,718	6-Aug-2015	5,060,714	11-Oct-2016
United States	PS DESIGN LAB	85/754,465	15-Oct- 2012	4,444,962	3-Dec-2013
United States	PS PLANET SOX	85/855,409	20-Feb- 2013	4,460,190	31-Dec-2013
United States	PS STUDIO	85/754,840	16-Oct- 2012	4,334,941	14-May- 2013
United States	RETRO MODERN DRESSWEAR	86/585,236	2-Apr-2015	4,938,647	12-Apr-2016
United States	RLM	74/114,755	13-Nov- 1990	1,709,927	25-Aug- 1992
United States	RLM	75/976,282	16-Aug- 1991	2,092,323	26-Aug- 1997
United States	ROBERT LEE MORRIS	73/832,779	20-Oct- 1989	1,647,154	11-Jun-1991
United States	ROBERT LEE MORRIS	86/927,576	03-March- 2016		
United States	SAMARA	73/597,278	6-May-1986	1,524,417	14-Feb-1989
United States	SCUFFIES	86/244,264	7-Apr-2014	4,765,610	30-Jun-2015
United States	SCULPT AND LIFT	86/947,198	21-Mar- 2016	5,121,395	10-Jan-2017
United States	SHOCK DRY	85/814,065	2-Jan-2013	4,449,035	10-Dec-2013
United States	SNAP & MATCH	85/852,059	17-Feb- 2013	4,539,292	27-May- 2014
United States	SNUGGLE TOES	86/858,890	28-Dec- 2015		
United States	SOCK MONSTERS	86/244,275	7-Apr-2014	4,765,611	30-Jun-2015
United States	SPORT LOGIC	86/011,450	16-Jul-2013	4,614,846	30-Sep-2014
United States	Sports Design Wave Logo	76/714,573	18-Jul-2013	4,727,822	28-Apr-2015
United States	SUNTIME	76/698,099	26-Jun- 2009	3,870,755	2-Nov-2010
United States	UP-LATE and (OWL) Design	77/526,351	18-Jul-2008	3,580,183	24-Feb-2009
United States	WACKY TOES	86/348,284	25-Jul-2014	4,703,425	17-Mar- 2015

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		No.	Date	No.	Date
Australia	KATHY VAN				
	ZEELAND				
	(stylized)	1053224	3-May-2005	1053224	3-May-2005
Community	KATHY VAN		·		ž
Trademark	ZEELAND		06-May-		06-May-
	(stylized)	004443875	2006	004443875	2006
Lebanon	KATHY VAN		06-May-		06-May-
	ZEELAND	106511	2006	106511	2006
China P.R.			14-Sep-		
	KHQ	6276379	2007	6276379	28-Jun-2010
			23-Apr-		22-Mar-
United States	MOVEMENT	86/607,203	2015	4,921,960	2016
World					
Intellectual					
Property					
Organization					
(WIPO)					
Designations to					
Australia,					
Bahrain, Community					
Trademark,					
Monaco, Oman,					
Russian					
Federation, and					
Singapore, International	ON10	975433	23-Jul-2008	975433	23-Jul-2008
тиетанопан	ONTO	913433	23-341-2008	913433	23-jui-2008
Brazil	FUNKY SOCKS	907962556	11-Jul-2014		
					31-Mar-
India	KHQ	1640190	10-Jan-2008	1640190	2010
	ROBERT LEE		17-Apr-		
Argentina	MORRIS	3158265	2012	2639014	11-Apr-2014
	ROBERT LEE				
Australia	MORRIS	1484244	4-Apr-2012	1484244	29-Jan-2013
	ROBERT LEE				
Brazil	MORRIS	840.082.096	5-Apr-2012	840082096	4-Aug-2015
	ROBERT LEE				
Canada	MORRIS	1571882	4-Apr-2012	TMA969376	27-Apr-2017
	ROBERT LEE		19-Apr-		
China P.R.	MORRIS	10793628	2012	10793628	14-Jun-2014
Community	MIRIAM				
Trademark	HASKELL	006700975	30-Jan-2008	006700975	20-Feb-2009
Community	ROBERT LEE				
Trademark	MORRIS	10613255	3-Feb-2012	10613255	13-Jun-2012
	ROBERT LEE				18-Mar-
Hong Kong	MORRIS	1994B01490AA	3-Jan-1992	1994B01490AA	1994
	ROBERT LEE		12-Apr-		
Hong Kong	MORRIS	302218860	2012	302218860	4-Oct-2013

Jurisdiction	Trademark	Application No.	Application Date	Registration	Registration Date
	ROBERT LEE	NO.	Date	No.	Date
India	MORRIS	2211740	0.4 mm 2012		
India		2311740	9-Apr-2012		
т	MIRIAM	07.002207	0.0 1005	2244424	5 C 1007
Japan	HASKELL	07-092207	8-Sep-1995	3344424	5-Sep-1997
_	ROBERT LEE	2012 026717	5	5565055	15-Mar-
Japan	MORRIS	2012-026715	5-Apr-2012	5565875	2013
	ROBERT LEE				
Mexico	MORRIS	1264088	4-Apr-2012	1374622	11-Jun-2013
Republic of	MIRIAM	40-2010-	14-Dec-		
Korea	HASKELL	64125	2010	40-904573	14-Feb-2012
	MIRIAM				
Republic of	HASKELL		11-Sep-		
Korea	(stylized)	95-34533	1995	40-370794	29-Jul-1997
Republic of	ROBERT LEE	40-2012-			
Korea	MORRIS	0022896	5-Apr-2012	40-997116	26-Sep-2013
	ROBERT LEE				•
Saudi Arabia	MORRIS	180672	8-Apr-2012	1460/18	25-Jun-2013
	ROBERT LEE		1		
Singapore	MORRIS	T1204668D	4-Apr-2012	T1204668D	31-Jan-2013
Singapore	ROBERT LEE	11201000	11101 2012	11201000	31 0411 2015
Taiwan	MORRIS	101018475	6-Apr-2012	1565957	16-Feb-2013
1 ai wan	ROBERT LEE	101010473	30-Apr-	1303737	10-1 00-2013
Thailand	MORRIS	844703	2012	Kor392925	3-Mar-2015
United Arab	ROBERT LEE	844703	2012	K01392923	3-Wai-2013
		171700	0.4 mm 2012	171700	0 San 2012
Emirates	MORRIS	171799	9-Apr-2012	171799	9-Sep-2013
0 1		1517040	09-Mar-	TD 44 071000	21 5 1 2014
Canada	OLIVIA + JOY	1517940	2011	TMA871929	21-Feb-2014
			16-Feb-	1069473	
China P.R.	OLIVIA + JOY	1069473	2011		16-Feb-2011
Community			16-Feb-	1069473	
Trademark	OLIVIA + JOY	1069473	2011		16-Feb-2011
Republic of			16-Feb-	1069473	
Korea	OLIVIA + JOY	1069473	2011		16-Feb-2011
			15-Feb-		
United States	UP-LATE	87/799,562	2018		
				TMA804866	19-Aug-
Canada	WHATEVER	1405616	31-Jul-2008		2011
			04-Aug-		
United States	WHATEVER	44/537,951	2008		
			01-Mar-		07-May-
United States	B. MAKOWSKY	85/254,975	2011	4,097,315	2012
United States	CARLO STELLA	73/469,970	13-Mar-	1,318,297	5-Feb-1985
			1984	-,-,-,-,	1 20 1200
United States	E.T.A EVERYDAY TRAVEL ADVENTURE	87/873,274	11-Apr- 2018		

Jurisdiction	Trademark	Application	Application	Registration	Registration
		No.	Date	No.	Date
United States	ETA BY ROSETTI	87/873,270	11-Apr- 2018		
United States	KATHY VAN ZEELAND	78/847,772	28-Mar- 2006	3,858,414	5-Oct-2010
United States	KHQ	74/663,088	18-Apr- 1995	2011509	29-Oct-1996
United States	LET'S BREAK UP	85/369,878	13-Jul-2011	4,411,515	1-Oct-2013
United States	LIP PIC	87/851,709	27-Mar- 2018		
United States	LUIGI FRANCONI	86/436,860	28-Oct- 2014	4,755,774	16-Jun-2015
United States	M. HASKELL	78/227,651	19-Mar- 2003	2,879,282	31-Aug- 2004
United States	NAIL TREND	85/970,961	26-Jun- 2013	4,602,751	9-Sep-2014
Canada	PAUL MILLER	1730616	11-May- 2015		
United States	PLANET KIDS	86495297	5-Jan-2015	4933706	4-May-2016
United States	ROBERT LEE MORRIS SOHO	86/409,302	29-Sep- 2014	4,747,292	02-Jun-2015
United States	RUN PROOF	87/912,209	08-May- 2018		
United States	RUN PROOF	87/912,217	08-May- 2018		
United States	SAFETY TOES	85/197,512	14-Dec- 2010	3,952,940	26-Apr-2011
Canada	SAFETY TOES	1450675	04-Sep- 2009	TMA872339	03-Mar- 2014
United States	SAFETY TOES	85/197,512	14-Dec- 2010	3,952,940	26-Apr-2011
United States	SNUGGLE TOES	86/858,890	28-Dec- 2015	5,570,982	25-Sep-2018
United States	SPORT ESSENTIALS	85/623,221	11-May- 2012	4,419,393	15-Oct-2013
United States	SWIFT-DRY	76/708,836	23-Aug- 2011	4,242,161	13-Nov- 2012
United States	THE COAST IS CLEAR	85/360,232	30-Jun- 2011	4,384,496	13-Aug- 2013
United States	TREVISO	85/087,973	19-Jul-2010	4,113,740	20-Mar- 2012
United States	TT	77/243,093	31-Jul-2007	4,038,775	11-Oct-2011
United States	TYLER RODAN	85/979,257	12-Apr- 2010	4,359,368	25-Jun-2013
United States	UP-LATE	77/526,333	18-Jul-2008	3,580,178	24-Feb-2009
United States	UTILITI BY ROSETTI	87/873,264	11-Apr- 2018		

UNITED STATES OF AMERICA  STATE OF	
On this <u>26</u> day of <u>Chile</u> 2018, before me personally appeared	
Robert K. Smits, personally known to me, who, being by me duly sword did depose and say that he/she is the Authorized Person of KVZ International Limited, the company described in and which executed the foregoing instrument; and that he is duly authorized to execute the foregoing instrument on behalf of said company.	n, :/she
ALEXIS J GOETT Notary Public, State of New York No. 01GO6328695 Qualified in New York County My Commission Expires 08/03/2019  Notary Public	2
(Notarial Seal)	
UNITED STATES OF AMERICA  STATE OF Now over ) ss.:  COUNTY OF Now for )	
On this 26 day of 1 hour 2018, before me personally appeared	
Robert K. Smits did depose and say that he/she is the Authorized Person of Centric Brands Holding LLC, the company described in and which executed the foregoing instrument; and that he/she duly authorized to execute the foregoing instrument on behalf of said company.  ALEXIS J GOETT  Notary Public, State of New York No. 01GO6328695  Qualified in New York County My Commission Expires 08/03/2019	g e is

(Notarial Seal)

[Trademark Assignment - KVZ to CBH]

**RECORDED: 11/03/2020**