

## ASSIGNMENT OF MARKS

This ASSIGNMENT OF MARKS (this “Assignment”), is entered into as of March 4, 2020, by and between JAWHP, LLC, a Delaware limited liability company (“Assignee”), and each other Person that is a signatory hereto (each, an “Assignor” and collectively, “Assignor”).

WHEREAS, this Assignment is made and entered into in connection with the Closing of the transactions contemplated by that certain Asset Purchase Agreement, dated as of January 16, 2020 (as amended, restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof, the “Purchase Agreement”), by and among Assignee and each other Person that is a signatory thereto, including, without limitation, Assignor;

WHEREAS, this Assignment is being executed and delivered by the parties hereto contemporaneously with the Closing under the Purchase Agreement;

WHEREAS, “Assigned Trademarks” means the registered and unregistered trademarks, service marks, and applications for trademark and service mark registration set forth on Section 1.1 of the Disclosure Letter, and other designations of origin, together with all translations, adaptations, derivations and combinations of the foregoing and all foreign equivalents thereof, together with all goodwill connected with the use thereof and symbolized thereby and all rights, applications, registrations, renewals and extensions in connection therewith arising or enforceable under the laws of the United States, any other jurisdiction, or any bilateral or multilateral treaty regime.

WHEREAS, in accordance with the Purchase Agreement, the Assignor desire to assign and Assignee desires to acquire the Assigned Trademarks, including all goodwill associated therewith and symbolized thereby.

NOW THEREFORE, in consideration of the premises and the mutual warranties, representations, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment. Assignor does hereby sell, assign, convey, transfer and deliver to Assignee, its successors and assigns, free and clear of all Liens, (a) all of Assignor’s right, title and interest in, to and under, including any and all common law rights thereto, the Assigned Trademarks, including, without limitation, any registrations, applications, renewals and extensions therefor, together with the goodwill associated with the Assigned Trademarks and symbolized thereby, effective as of the date hereof; and (b) all other rights accruing thereunder or pertaining thereto in any jurisdiction throughout the world for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, misappropriation, dilution, conflict with or other violation of any of the foregoing, and all income, royalties or payments due hereafter in respect of

any of the foregoing, in each case, effective as of the date hereof. Together with Assignor's right, title and interest in and to each of the Assigned Trademarks, as well as the goodwill of the business associated with said Assigned Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Assigned Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Assigned Trademarks.

3. Authorization and Recordation. Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks and any other applicable governmental authority or registrar to record and register Assignee as the owner of the Assigned Trademarks, and to issue any and all Assigned Trademarks to Assignee, as assignee of all of Assignor's right, title and interest in and to the Assigned Trademarks throughout the world. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect ownership of the Assigned Trademarks throughout the world.

4. Governing Law. All issues and questions concerning the formation, existence, termination, construction, validity, enforcement and interpretation of this Assignment will be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

5. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Such counterparts may be delivered in electronic format (including by fax and electronic mail).

6. Purchase Agreement. This Assignment is being executed and delivered pursuant to the Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Purchase Agreement, all of which shall survive the delivery of this Assignment to the extent provided in the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms and conditions of the Purchase Agreement, the Purchase Agreement will govern.

7. Further Assurances. In accordance with the Purchase Agreement, without further consideration, each Assignor hereby agrees, for itself and its successors and assigns, to promptly execute and deliver, or promptly cause to be executed and delivered, all such further documents or perform all reasonable affirmative acts which may be necessary to record or perfect the above-described transfer of Assigned Trademarks, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office.

8. Closing. This Assignment is effective as of the Closing.

9. Severability; Amendment. Any provision in this Assignment which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof. This Assignment may not be amended except by execution and delivery of an instrument in writing signed by officers of Assignee and Assignor on behalf of Assignee and Assignor, respectively.

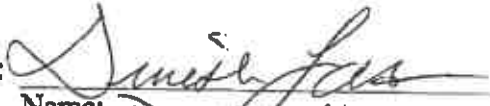
10. Notices. Any notice given pursuant to this Assignment shall be given in the same manner and addressed to the intended recipient as set forth in Section 10.1 of the Purchase Agreement.

*[remainder of page intentionally left blank; signature page to follow]*

**IN WITNESS WHEREOF**, each of the parties hereto has executed and delivered this Assignment as of the date first above written.


**ASSIGNOR:**

JA APPAREL CORP.

By:   
Name: Dinesh Lathi  
Title: President & CEO

**ASSIGNEE:**

JAWHP, LLC

By:   
\_\_\_\_\_  
Name: Yehuda Shmidman  
Title: Chief Executive Officer

**SCHEDULE A**  
**Assigned Trademarks**




Mark/Name	Status	Brief Goods/Services
<a href="#"><u>BLACK LINEN</u></a> RN: 5019216 SN: 86/753,260	Registered August 9, 2016	(Int'l Class: 03) Fragrances for personal use
<a href="#"><u>BLACK LINEN</u></a> RN: 5650364 SN: 87/547,710	Registered January 8, 2019	(Int'l Class: 03) Personal fragrance products, namely, eau de toilette
<a href="#"><u>JAZ BY JOSEPH ABBOUD</u></a> RN: 4900337 SN: 86/465,621	Registered February 16, 2016	(Int'l Class: 25) Men's clothing, apparel and accessories, namely, suits, jackets, ties, trousers
<a href="#"><u>JOE</u></a> RN: 5247147 SN: 86/859,084	Registered July 18, 2017	(Int'l Class: 09) Eyewear, namely, optical eyeglass frames for vision correction and sunglasses; eyewear accessories, namely, eyeglass cases
<a href="#"><u>JOE &amp; DESIGN (BLACK GLOBE)</u></a>    RN: 5408256 SN: 87/061,290	Registered February 20, 2018	(Int'l Class: 09) Eyewear, namely, optical eyeglass frames for vision correction
<a href="#"><u>JOE JOSEPH ABBOUD</u></a> RN: 3345626 SN: 78/755,967	Registered November 27, 2007  Renewed December 14, 2017	(Int'l Class: 25) clothing, namely, suits, sport coats, pants, [ ties, ] shirts, dress shirts, [ socks; ] outerwear, namely, jackets, coats, top coats, wool overcoats [ and raincoats; footwear ]
<a href="#"><u>JOE JUST ONE EARTH JOSEPH</u></a>	Registered August 29, 2017	(Int'l Class: 25) Dress shirts, Sport coats, Suits





<p><a href="#"><u>ABBOUD &amp; DESIGN</u></a></p>  <p>RN: 5274087 SN: 87/061,263</p> <p><a href="#"><u>JOSEPH ABBOUD</u></a> RN: 4407532 SN: 85/371,285</p> <p><a href="#"><u>JOSEPH ABBOUD</u></a> RN: 4928603 SN: 86/471,567</p>	<p>Registered September 24, 2013</p> <p>8 &amp; 15 accepted on November 4, 2019</p> <p>Registered March 29, 2016</p>	<p>(Int'l Class: 14) Jewelry, namely, watches and cufflinks.</p> <p>(Int'l Class: 03) Eau de toilette.</p>
<p><a href="#"><u>JOSEPH ABBOUD</u></a> RN: 5428916 SN: 86/885,428</p> <p><a href="#"><u>JOSEPH ABBOUD &amp; Design</u></a> <a href="#"><u>(Diamond, 3-bars)-</u></a> <a href="#"><u>Horizontal version</u></a></p>  <p>RN: 5404410 SN: 87/225,079</p>	<p>Registered March 20, 2018</p> <p>Registered February 20, 2018</p>	<p>(Int'l Class: 03) Perfumery, namely, eau de toilette, body spray, aftershave, shave; pre-shave and after-shave creams; non-medicated bath and shower preparations, namely, bath gel, shower gel, body wash; non-medicated skin care preparations, namely, lotions, balms, gels and moisturizers; hair shampoos and conditioners; soaps, namely, bath soaps, perfumed soaps, soaps for body care</p> <p>(Int'l Class: 35) Retail store services featuring clothing and accessories; On-line retail store services featuring clothing and accessories</p> <p>(Int'l Class: 40) Custom manufacture of clothing; Custom tailoring services</p>

<p><a href="#"><u>JOSEPH ABBOUD</u></a> RN: 1675915 SN: 73/680,600</p>	<p>Registered February 18, 1992</p> <p>Renewal submitted February 17, 2012 and accepted March 23, 2012</p>	<p>(Int'l Class: 25) Men's apparel; namely, suits, jackets, shirts, ties, sweaters, trousers, overcoats and raincoats.</p>
<p><a href="#"><u>JOSEPH ABBOUD</u></a> RN: 1756084 SN: 74/212,563</p>	<p>Registered March 2, 1993</p> <p>Renewal submitted March 4, 2013 and accepted March 6, 2013</p>	<p>(Int'l Class: 09) Eyeglasses.</p>
<p><a href="#"><u>JOSEPH ABBOUD</u></a> RN: 3534494 SN: 77/004,949</p>	<p>Registered November 18, 2008</p> <p>Renewal submitted February 18, 2019 and accepted March 18, 2019</p>	<p>(Int'l Class: 09) Computer carrying cases of leather; cellular telephone holders of leather; eyewear, namely, optical eyeglass frames for vision correction and sunglasses; eyewear accessories, namely, straps, neck cords which restrain eyewear from movement on a wearer</p> <p>(Int'l Class: 18) Small leather goods, namely, trifold, slimfold wallets; briefcase-type portfolios; backpack briefcases</p> <p>(Int'l Class: 25) Clothing, namely, suits, tuxedos, sport coats, pants, trousers, jeans, blazers, vests, dress shirts, shirts, sport shirts, knit shirts, t-shirts, sweaters, cardigans, belts for clothing, shorts, neckwear, scarves, hats, socks; outerwear, namely, rainwear, overcoats, leather coats and jackets; footwear, namely, shoes, boots and gloves</p>
<p><a href="#"><u>JOSEPH ABBOUD</u></a> RN: 2408887 SN: 75/906,918</p>	<p>Registered November 28, 2000</p> <p>Renewal submitted November 28, 2010 and accepted Aug. 02, 2016</p>	<p>(Int'l Class: 24) Textiles, namely towels, tablecloths, handkerchiefs, cloths for pillows, chairs</p>
<p><a href="#"><u>JOSEPH ABBOUD</u></a> RN: 2471279</p>	<p>Registered July 24, 2001</p>	<p>(Int'l Class: 09) Computer carrying cases of leather; cellular telephone</p>



SN: 75/902,628	Renewal submitted May 13, 2011 and accepted June 9, 2011	holders of leather (Int'l Class: 18) Leather goods namely, trifold, slimfold wallets, fanny packs; change purses; business card cases; leather key fobs; key cases; briefcase-type type portfolios; backpack briefcases; briefcases
<a href="#">JOSEPH ABBOUD</a> RN: 2357617 SN: 75/772,376	Registered June 13, 2000  Renewal submitted June 9, 2010 and accepted June 14, 2010	(Int'l Class: 35) Retail clothing store featuring clothing and wallets.
<a href="#">JOSEPH ABBOUD</a> <a href="#">CUSTOM</a> RN: 4860205 SN: 86/046,320	Registered November 24, 2015	(Int'l Class: 40) Manufacturing clothing to the order and/or specification of others.
<a href="#">JOSEPH ABBOUD</a> <a href="#">ENVIRONMENTS</a> RN: 5307513 SN: 86/982,996	Registered October 10, 2017	(Int'l Class: 24) Comforters
<a href="#">JOSEPH ABBOUD</a> <a href="#">FADED INDIGO</a> RN: 5829616 SN: 87/762,093	Registered August 6, 2019	(Int'l Class: 03) Personal fragrance products, namely, eau de toilette
<a href="#">JOSEPH ABBOUD</a> <a href="#">FREEDOM</a> RN: 5788421 SN: 87/513,134	Registered June 25, 2019	(Int'l Class: 25) Men's apparel, namely, suits, shirts, dress shirts
<a href="#">JOSEPH ABBOUD</a> <a href="#">SOFT</a> RN: 5228690 SN: 86/663,809	Registered June 20, 2017	(Int'l Class: 25) Men's apparel, namely, suits.

<p><a href="#">THE J.O.E. SURVIVAL</a> RN: 5863369 SN: 86/602,555</p>	<p>Registered September 17, 2019</p>	<p>(Int'l Class: 25) Men's apparel, namely, blazers, pants, vests, sweaters, sweatshirts.</p>
<p><a href="#">THE J.O.E. SURVIVAL</a> RN: 5219641 SN: 86/981,923</p>	<p>Registered June 6, 2017</p>	<p>(Int'l Class: 25) Men's apparel, namely suits</p>
<p><a href="#">Design (JA Apparel Diamond Rectangle logo)</a></p>  <p>RN: 4823367 SN: 86/327,727</p>	<p>Registered September 29, 2015</p>	<p>(Int'l Class: 25) Clothing, namely, suits, tuxedos, sport coats, pants, trousers, jeans, blazers, vests, dress shirts, shirts, sport shirts, knit shirts, t-shirts, sweaters, cardigans, neckwear, scarves, sweaters, polo shirts, vests, shorts, long pants, belts, hosiery, socks; outerwear, namely, rainwear, overcoats, leather coats and jackets; footwear, namely, shoes, boots, gloves</p>
<p><a href="#">Design (Diamond, 3 bars)</a></p>  <p>RN: 4928828 SN: 86/521,536</p>	<p>Registered March 29, 2016</p>	<p>(Int'l Class: 40) Manufacturing clothing to the order and/or specification of others.</p>
<p><a href="#">Design (Diamond, 3 bars)</a></p>  <p>RN: 4955665 SN: 86/768,889</p>	<p>Registered May 10, 2016</p>	<p>(Int'l Class: 09) Eyewear, namely, optical eyeglass frames for vision correction, sunglasses and readers; eyewear accessories, namely, eyeglass cases, eyeglass lens cleaning cloth, straps, neck cords which restrain eyewear from movement on a wearer</p>

<p><a href="#">Design (JA Apparel Diamond Rectangle logo)</a></p>  <p>RN: 5196411 SN: 86/768,848</p>	<p>Registered May 2, 2017</p>	<p>(Int'l Class: 09) Eyewear, namely, optical eyeglass frames for vision correction; eyewear accessories, namely, eyeglass cases</p>
<p><a href="#">Design (Diamond, 3 bars)</a></p>  <p>RN: 5443815 SN: 86/885,416</p>	<p>Registered April 10, 2018</p>	<p>(Int'l Class: 03) Perfumery, namely, eau de toilette, body spray, aftershave, shave, pre-shave and after-shave creams; non-medicated bath and shower preparations, namely, bath gel, shower gel, body wash; non-medicated skin care preparations, namely, lotions, balms, gels and moisturizers; hair shampoos and conditioners; soaps, namely, bath soaps, perfumed soaps, soaps for body care</p>
<p><a href="#">Design (Diamond, 2 bars)</a></p>  <p>RN: 3305296 SN: 77/004,995</p>	<p>Registered October 9, 2007  Renewal October 9, 2017</p>	<p>(Int'l Class: 25) clothing, namely, suits, tuxedos, sport coats, pants, trousers, jeans, blazers, vests, dress shirts, shirts, sport shirts, knit shirts, t-shirts, sweaters, cardigans, [ dresses, skirts, blouses, belts for clothing, ] shorts [, sweatshirts, sweatpants, neckwear, scarves, hats, caps, underwear, swimwear, sleepwear;...</p>
<p><a href="#">Design (Diamond, 2 bars with white border)</a></p>  <p>RN: 2408888 SN: 75/906,921</p>	<p>Registered November 28, 2000  Renewal submitted November 23, 2010 and accepted December 4, 2010</p>	<p>(Int'l Class: 24) Textiles, namely towels, tablecloths, handkerchiefs, cloths for pillows, chairs.</p>

[JOE JOSEPH  
ABBOUD &  
DESIGN](#)



RN: 5424091  
SN: 87/061,275

Registered March  
13, 2018

(Int'l Class: 09)  
Eyewear, namely, optical eyeglass frames for vision  
correction; eyewear accessories, namely, eyewear cases

