

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3315309

|                                                                                                                                                                                                 |                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| <b>SUBMISSION TYPE:</b>                                                                                                                                                                         | NEW ASSIGNMENT                          |
| <b>NATURE OF CONVEYANCE:</b>                                                                                                                                                                    | ASSIGNMENT                              |
| <b>CONVEYING PARTY DATA</b>                                                                                                                                                                     |                                         |
| <b>Name</b>                                                                                                                                                                                     | <b>Execution Date</b>                   |
| PONY INTERNATIONAL LLC                                                                                                                                                                          | 02/02/2015                              |
| <b>RECEIVING PARTY DATA</b>                                                                                                                                                                     |                                         |
| <b>Name:</b>                                                                                                                                                                                    | UP PONY HOLDINGS, LLC                   |
| <b>Street Address:</b>                                                                                                                                                                          | 1450 BROADWAY                           |
| <b>Internal Address:</b>                                                                                                                                                                        | 3RD FLOOR                               |
| <b>City:</b>                                                                                                                                                                                    | NEW YORK                                |
| <b>State/Country:</b>                                                                                                                                                                           | NEW YORK                                |
| <b>Postal Code:</b>                                                                                                                                                                             | 10018                                   |
| <b>PROPERTY NUMBERS Total: 9</b>                                                                                                                                                                |                                         |
| <b>Property Type</b>                                                                                                                                                                            | <b>Number</b>                           |
| Patent Number:                                                                                                                                                                                  | D487964                                 |
| Patent Number:                                                                                                                                                                                  | D506055                                 |
| Patent Number:                                                                                                                                                                                  | D486298                                 |
| Patent Number:                                                                                                                                                                                  | D488296                                 |
| Patent Number:                                                                                                                                                                                  | D492475                                 |
| Patent Number:                                                                                                                                                                                  | D507862                                 |
| Patent Number:                                                                                                                                                                                  | D496777                                 |
| Patent Number:                                                                                                                                                                                  | D498352                                 |
| Patent Number:                                                                                                                                                                                  | D524018                                 |
| <b>CORRESPONDENCE DATA</b>                                                                                                                                                                      |                                         |
| <b>Fax Number:</b>                                                                                                                                                                              | (212)391-2057                           |
| <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> |                                         |
| <b>Phone:</b>                                                                                                                                                                                   | 212-730-0030                            |
| <b>Email:</b>                                                                                                                                                                                   | tsoinger@iconixbrand.com                |
| <b>Correspondent Name:</b>                                                                                                                                                                      | TRACY SOINGER / ICONIX BRAND GROUP INC. |
| <b>Address Line 1:</b>                                                                                                                                                                          | 1450 BROADWAY                           |
| <b>Address Line 2:</b>                                                                                                                                                                          | 3RD FLOOR                               |
| <b>Address Line 4:</b>                                                                                                                                                                          | NEW YORK, NEW YORK 10018                |
| <b>NAME OF SUBMITTER:</b>                                                                                                                                                                       | TRACY SOINGER                           |

PATENT

|                                                                                                                                                                                                                                        |                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| <b>SIGNATURE:</b>                                                                                                                                                                                                                      | /tsoinger/                                                 |
| <b>DATE SIGNED:</b>                                                                                                                                                                                                                    | 04/17/2015                                                 |
|                                                                                                                                                                                                                                        | This document serves as an Oath/Declaration (37 CFR 1.63). |
| <b>Total Attachments: 7</b><br>source=2296_001#page1.tif<br>source=2296_001#page2.tif<br>source=2296_001#page3.tif<br>source=2296_001#page4.tif<br>source=2296_001#page5.tif<br>source=2296_001#page6.tif<br>source=2296_001#page7.tif |                                                            |

## SCHEDULE F

### Form of Confirmation of Intellectual Property Assignment

#### CONFIRMATION OF INTELLECTUAL PROPERTY ASSIGNMENT

This CONFIRMATION OF INTELLECTUAL PROPERTY ASSIGNMENT (this "Agreement") is entered into this 2nd day of February, 2015, by and between Pony, Inc., a Delaware corporation, with a business address at 14940 Calvert St. Van Nuys CA 91411-260; and Pony International, LLC, a California limited liability company, with offices at 4652 E Brickell St., Suite A, Ontario, CA 91761, the United States of America, which is a controlled Affiliate of Pony Inc. ("Assignor"), as assignor, and US Pony Holdings, LLC, a Delaware limited liability company, with offices at 1450 Broadway, Fourth Floor, New York, NY 10018 ("Assignee"), as assignee, with reference to the following facts and circumstances:

WHEREAS, Concurrently with the execution of the Trademark Purchase Agreement, Assignor and Assignee desire to execute and deliver this Agreement for recordation with the United States Patent and Trademark Office ("USPTO") and other similar government agencies responsible for the issuance or recordation of Intellectual Property.

WHEREAS, Pursuant to the Trademark Purchase Agreement and the related Assignment and Assumption Agreement, Assignor has sold, assigned, transferred and conveyed to Assignee and its successors and assigns the Assigned IP (as such term is defined in the Trademark Purchase Agreement), including the Trademarks, registrations and applications for registration and Internet domain names shown on the attached Exhibit A (the "Assigned Trademarks") and the patents and patent applications shown on the attached Exhibit B (the "Assigned Patents") in the United States (the "Territory"), according to the terms set forth therein.

NOW, THEREFORE, for the consideration set forth in the Trademark Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

Assignor has sold, assigned, transferred and conveyed to Assignee all right, title and interest in and to the following: (a) the Assigned IP, including without limitation the Assigned Trademarks and the Assigned Patents, together with the goodwill of the business symbolized by the same, as well as all registrations and applications for registration of the same in all state, provincial, department and other governmental units in the Territory heretofore granted or applied for, any and all common law and other non-statutory rights to the Assigned Trademarks and the Assigned Patents in the Territory, and any state, province, department or other governmental unit thereof, all income, royalties and damages now and hereafter due and/or payable to Assignor in connection with the foregoing, including damages for past, present and future infringements, misappropriations thereof, and any and all claims and demands and rights to sue Assignor

may have either at law or in equity for past, present and future infringements of the foregoing (collectively, the "Transferred Assets").

Assignor hereby authorizes and requests the Commissioner of the USPTO and any other official of any country whose duty is to issue patents or other evidence or forms of intellectual property or industrial property protection, to issue the same to Assignee and its successors, legal representatives and assigns with respect to the Transferred Assets and to record and register this Agreement. Assignor agrees, at Assignee's sole cost and expense and at no cost to Assignor to execute, acknowledge and deliver such documents and instruments and take any other actions, including providing evidence and testimony, as may be necessary or appropriate to effect and perfect the transfers of the Transferred Assets, to effect the registration or recordation of such transfers with the relevant governmental agencies and offices, and to fully prosecute, maintain and enforce the Transferred Assets. This includes Assignor working with Assignee and the applicable Internet domain name registrars and Internet website operators and providing all account credentials necessary to effectuate the assignment of all domain names included in the Transferred Assets to Assignee.

*[The remainder of this page intentionally left blank]*

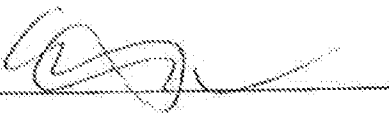
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

PONY, INC.

By:   
Name:  
Title:

PONY INTERNATIONAL, LLC

By:   
Name:  
Title:

ASSIGNEE:

US PONY HOLDINGS, LLC

By: \_\_\_\_\_  
Name:  
Title:

Signature Page

PATENT  
REEL: 035433 FRAME: 0396

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

ASSIGNOR:

PONY, INC.

By: \_\_\_\_\_  
Name:  
Title:

PONY INTERNATIONAL, LLC

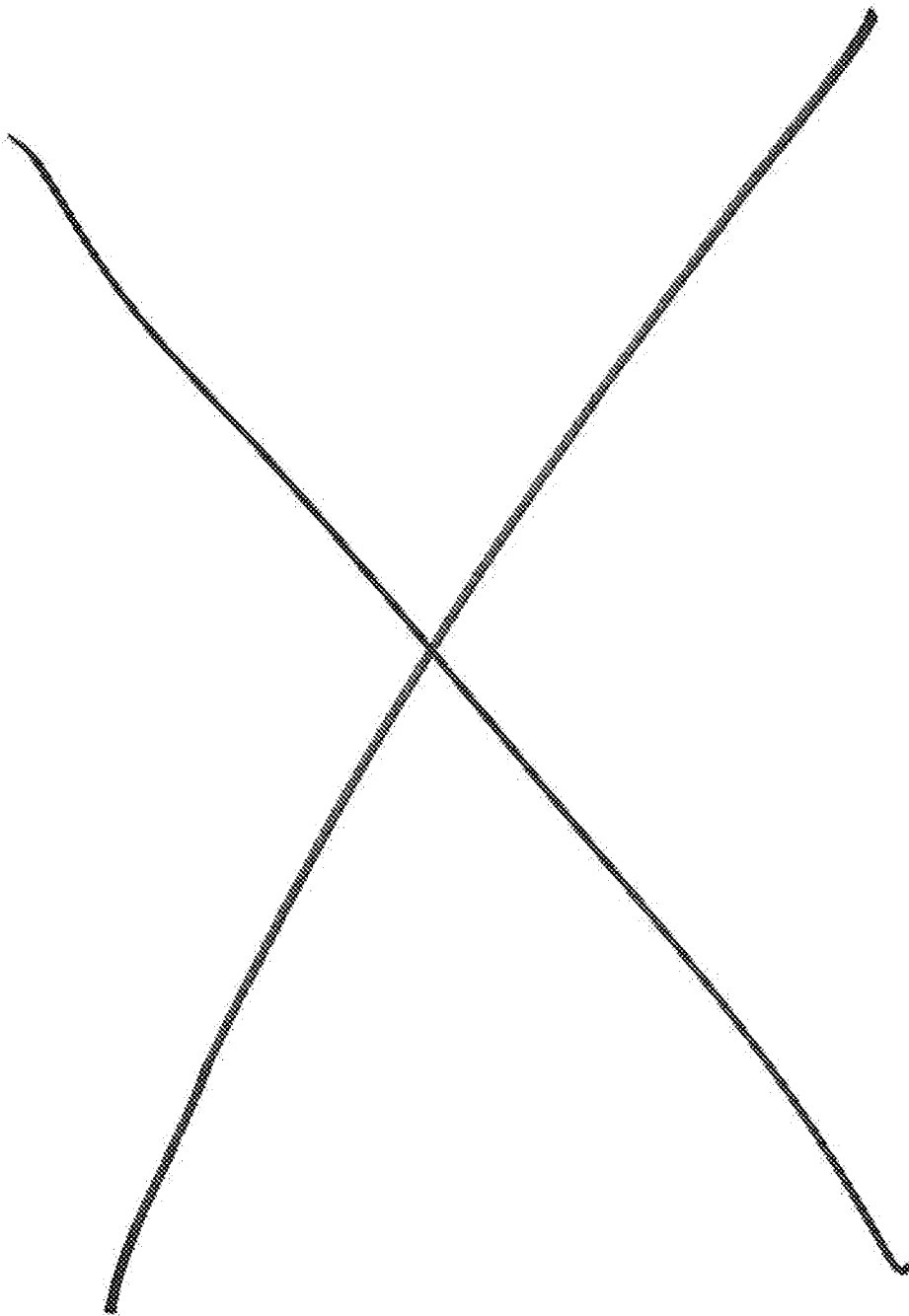
By: \_\_\_\_\_  
Name:  
Title:

ASSIGNEE:

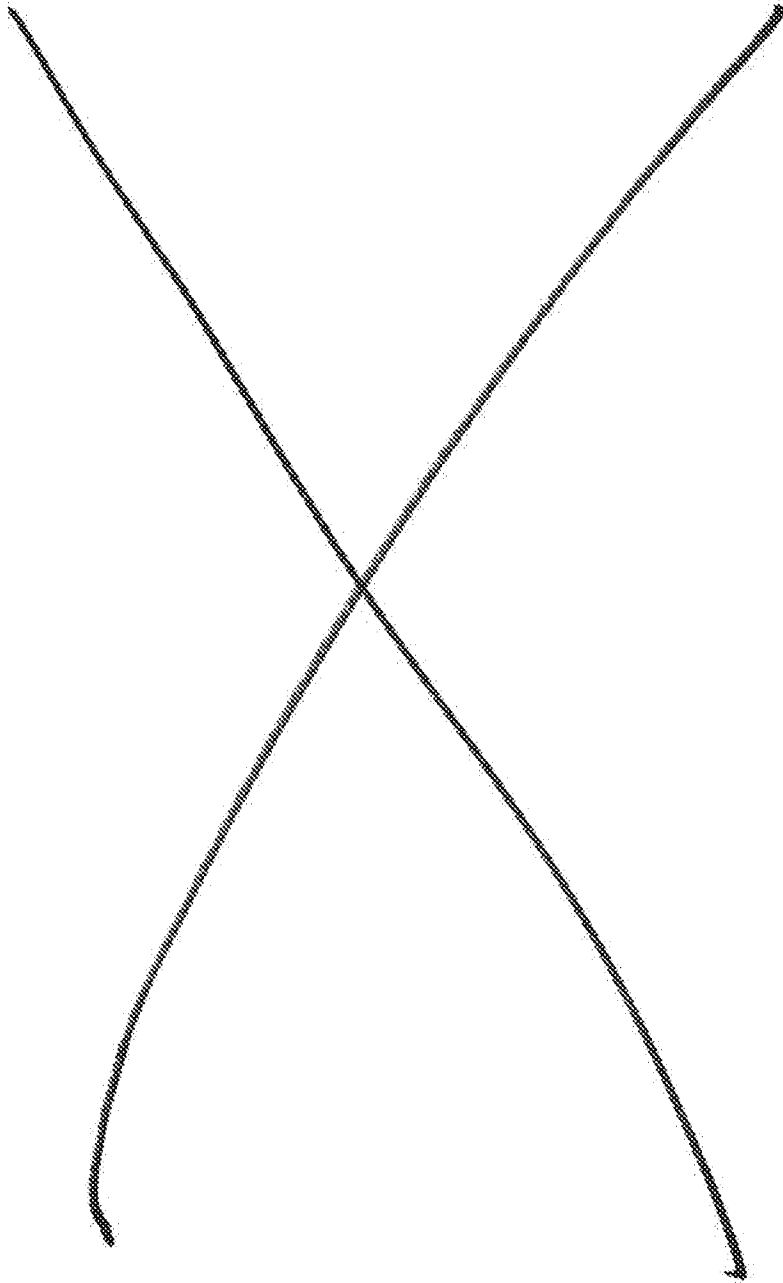
US PONY HOLDINGS, LLC

By: \_\_\_\_\_  
Name: *Michael Cole*  
Title: *CEO, Iconix Brand Group, its manager*

Signature Page



Redacted



Redacted

EXHIBIT B

PATENTS

| PATENT NO. | ISSUE DATE        | TITLE               | OWNER                     |
|------------|-------------------|---------------------|---------------------------|
| D487964    | April 6, 2004     | FOOTWEAR<br>UPPER   | Pony International<br>LLC |
| D506055    | June 14, 2005     | FOOTWEAR<br>OUTSOLE | Pony International<br>LLC |
| D486298    | February 10, 2004 | FOOTWEAR<br>UPPER   | Pony International<br>LLC |
| D488296    | April 13, 2004    | FOOTWEAR<br>UPPER   | Pony International<br>LLC |
| D492475    | July 6, 2004      | FOOTWEAR<br>OUTSOLE | Pony International<br>LLC |
| D507862    | August 2, 2005    | FOOTWEAR<br>OUTSOLE | Pony International<br>LLC |
| D496777    | October 5, 2004   | FOOTWEAR<br>OUTSOLE | Pony International<br>LLC |
| D498352    | November 16, 2004 | FOOTWEAR<br>UPPER   | Pony International<br>LLC |
| D524018    | July 4, 2006      | FOOTWEAR<br>OUTSOLE | Pony International<br>LLC |