

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5478499

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the THE CONVEYING PARTY SHOULD BE VOLCOM, LLC THE RECEIVING PARTY SHOULD BE ABG-VOLCOM, LLC previously recorded on Reel 048843 Frame 0735. Assignor(s) hereby confirms the ABG-VOLCOM,LLC("ASSIGNEE") AND VOLCOM LLC,("ASSIGNOR").
CONVEYING PARTY DATA	
Name	Execution Date
VOLCOM, LLC	04/01/2019
RECEIVING PARTY DATA	
Name:	ABG-VOLCOM, LLC
Street Address:	1411 BROADWAY
Internal Address:	4TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10018
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7404214
Patent Number:	7874019
Patent Number:	8522365
Patent Number:	9271534
CORRESPONDENCE DATA	
Fax Number:	(312)236-8176
<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>	
Phone:	3122368500
Email:	docket@cookalex.com
Correspondent Name:	COOK ALEX LTD
Address Line 1:	200 WEST ADAMS STREET
Address Line 2:	SUITE 2850
Address Line 4:	CHICAGO, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	2208-0120,2208-0121
NAME OF SUBMITTER:	R. BLAKE JOHNSTON
SIGNATURE:	/R. Blake Johnston/

DATE SIGNED:	04/17/2019
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Total Attachments: 7

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source=2208-0120-0121_Project Vapor - Patent Assignment Agreement [EXECUTED]#page1.tif

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5466784

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ABG-VOLCOM, LLC	04/01/2019
RECEIVING PARTY DATA	
Name:	VOLCOM, LLC
Street Address:	1740 MONROVIA AVENUE
City:	COSTA MESA
State/Country:	CALIFORNIA
Postal Code:	92627
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7404214
Patent Number:	7874019
Patent Number:	8522365
Patent Number:	9271534
CORRESPONDENCE DATA	
Fax Number:	(312)236-8176
<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>	
Phone:	312-236-8500
Email:	docket@cookalex.com
Correspondent Name:	COOK ALEX LTD
Address Line 1:	200 WEST ADAMS STREET
Address Line 2:	SUITE 2850
Address Line 4:	CHICAGO, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	2208-0120,2208-0121
NAME OF SUBMITTER:	R. BLAKE JOHNSTON
SIGNATURE:	/R. Blake Johnston/
DATE SIGNED:	04/10/2019
Total Attachments: 6	
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this "Assignment"), is entered into as of April 1, 2019 by and between ABG-Volcom, LLC, a Delaware limited liability company ("Assignee") and Volcom LLC, a Delaware limited liability company ("Assignor").

WHEREAS, this Assignment is made and entered into in connection with that certain Intellectual Property Purchase Agreement, dated February 19, 2019 (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, pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in, to and under certain assets, including, without limitation, all of Assignor's right, title and interest in and to the patents, invention disclosures and applications therefor, and divisions, continuations, continuations-in-part, extensions and reissues thereof, identified on Schedule A attached hereto (collectively, the "Assigned Patents");

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

WHEREAS, in accordance with the Purchase Agreement, Assignor desires to assign and Assignee desires to acquire the Assigned Patents.

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 hereby transfers, assigns, conveys and delivers to Assignee, its successors and assigns, free and clear of all Encumbrances, other than Permitted Encumbrances: (a) all of Assignor's worldwide right, title and interest in and to the Assigned Patents 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 full and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including: (i) claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, or other violation of any of the foregoing, and all income, royalties or payments due or payable as of the date hereof or hereafter in respect of any of the foregoing, and (ii) rights to apply in any or all countries of the world for patent protection for the Assigned Patents, in each case, effective as of the date hereof. Together with Assignor's worldwide right, title and interest in and to each of the Assigned Patents are the rights

to police, monitor and enforce said Assigned Patents 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 present Assignment, together with any and all future privileges in the United States and throughout the world to establish use, ownership, and registration of the Assigned Patents.

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

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 New York without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

5. Counterparts. This Assignment may be executed in one 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, 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 affirmative acts which may be reasonably necessary to record or perfect the above-described transfer of Assigned Patents, or to secure registration before the United States Patent and Trademark Office or any foreign patent office (including executing, acknowledging and delivering to Assignee such further assurances, deeds, assignments, powers of attorney, bills of sale, consents and other instruments and documents as Assignee may reasonably request) in order to more fully consummate the transactions contemplated herein and in order to more effectively vest, transfer, and confirm the right, title and interest of Assignee in the Assigned Patents.

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.

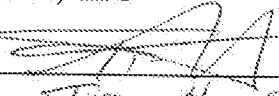
10. Notices. Any notice given pursuant to this Assignment shall be given in the same manner and addressed to the intended recipient as set forth in Section 9.1 of the Purchase Agreement.

[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:

VOLCOM, LLC

By: 
Name: Todd Hunter
Title: CEO

[Signature Page to the Patent Assignment Agreement]

ASSIGNEE:
ABG-VOLCOM, LLC

By: 
Name: Kevin Clarke
Title: Chief Financial Officer

[Signature Page to Patent Assignment Agreement]

PATENT
REEL: 049872 FRAME: 0710

SCHEDULE A

Assigned Patents

Country	Patent Title	Filing Date	Patent Number	Owner	Status
Austria	POWDER SKIRT ZIPPER SYSTEM	11/8/2004	E671761	Volcom, LLC	Registered
Canada	POWDER SKIRT ZIPPER SYSTEM	11/8/2004	2545122	Volcom, LLC	Registered
Switzerland	POWDER SKIRT ZIPPER SYSTEM	11/8/2004	1689257	Volcom, LLC	Registered
Germany	POWDER SKIRT ZIPPER SYSTEM	11/8/2004	602004045262.90	Volcom, LLC	Registered
European Union	POWDER SKIRT ZIPPER SYSTEM	11/8/2004	1689257	Volcom, LLC	Registered
Spain	POWDER SKIRT ZIPPER SYSTEM	11/8/2004	1689257	Volcom, LLC	Registered
France	POWDER SKIRT ZIPPER SYSTEM	11/8/2004	1689257	Volcom, LLC	Registered
Great Britain	POWDER SKIRT ZIPPER SYSTEM	11/8/2004	1689257	Volcom, LLC	Registered
Italy	POWDER SKIRT ZIPPER SYSTEM	11/8/2004	1689257	Volcom, LLC	Registered
Japan	POWDER SKIRT ZIPPER SYSTEM	11/8/2004	4988351	Volcom, LLC	Registered
Sweden	POWDER SKIRT ZIPPER SYSTEM	11/8/2004	1689257	Volcom, LLC	Registered
United States	POWDER SKIRT ZIPPER SYSTEM	11/5/2004	7404214	Volcom, LLC	Registered
United States	POWDER SKIRT ZIPPER SYSTEM	7/7/2008	7874019	Volcom, LLC	Registered
United States	GARMENT WITH DRAWSTRING CLOSURE	7/14/2011	8522365	Volcom, LLC	Registered
United States	GARMENT WITH DRAWSTRING CLOSURE	9/3/2013	9271534	Volcom, LLC	Registered

PATENT

RECORDED: 04/17/2019

REEL: 049872 FRAME: 0711