

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI231644

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT
RESUBMIT DOCUMENT ID:	508485461
CONVEYING PARTY DATA	
Name	Execution Date
JACK ROGERS LLC	10/31/2023
RECEIVING PARTY DATA	
Company Name:	ABC1234 LLC
Street Address:	999 Peachtree Street NE
Internal Address:	Suite 688
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D902555
CORRESPONDENCE DATA	
Fax Number:	4045413111
<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:	(404)745-2491
Email:	landrew@ktslaw.com
Correspondent Name:	Lesley Andrew
Address Line 1:	Suite 2800
Address Line 2:	1100 Peachtree Street NE
Address Line 4:	Atlanta, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	093709-1442221
NAME OF SUBMITTER:	Lesley Andrew
SIGNATURE:	Lesley Andrew
DATE SIGNED:	05/14/2024
Total Attachments: 38	
source=APA_Redacted#page1.tif	
source=APA_Redacted#page2.tif	
source=APA_Redacted#page3.tif	

source=APA_Redacted#page4.tif
source=APA_Redacted#page5.tif
source=APA_Redacted#page6.tif
source=APA_Redacted#page7.tif
source=APA_Redacted#page8.tif
source=APA_Redacted#page9.tif
source=APA_Redacted#page10.tif
source=APA_Redacted#page11.tif
source=APA_Redacted#page12.tif
source=APA_Redacted#page13.tif
source=APA_Redacted#page14.tif
source=APA_Redacted#page15.tif
source=APA_Redacted#page16.tif
source=APA_Redacted#page17.tif
source=APA_Redacted#page18.tif
source=APA_Redacted#page19.tif
source=APA_Redacted#page20.tif
source=APA_Redacted#page21.tif
source=APA_Redacted#page22.tif
source=APA_Redacted#page23.tif
source=APA_Redacted#page24.tif
source=APA_Redacted#page25.tif
source=APA_Redacted#page26.tif
source=APA_Redacted#page27.tif
source=APA_Redacted#page28.tif
source=APA_Redacted#page29.tif
source=APA_Redacted#page30.tif
source=APA_Redacted#page31.tif
source=APA_Redacted#page32.tif
source=APA_Redacted#page33.tif
source=APA_Redacted#page34.tif
source=APA_Redacted#page35.tif
source=APA_Redacted#page36.tif
source=APA_Redacted#page37.tif
source=APA_Redacted#page38.tif

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this “**Agreement**”), dated as of October 31, 2023, is entered into by and between **JACK ROGERS LLC**, a Delaware limited liability company (“**Jack Rogers**”), and **JACK ROGERS HOLDING COMPANY LLC**, a Delaware limited liability company (“**JRHCLLC**” and together with Jack Rogers the “**Sellers**”), on the one hand, **Oxford Industries, Inc.**, a Georgia corporation (“**Parent**”), and **ABC1234 LLC**, a Georgia limited liability company and a wholly-owned subsidiary of Parent (the “**Purchaser**”), on the other.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

"Intellectual Property" means all foreign and domestic [REDACTED]

[REDACTED]

b) patents and applications therefor, including divisions, continuations, continuations-in-part and renewal applications, and including renewals, extensions and reissues, and all inventions and improvements; [REDACTED]

[REDACTED]

(h) any similar or equivalent rights to any of the foregoing anywhere in the world; and
(i) all rights and claims or causes of action arising out of or related to any infringement, misappropriation or other violation of any of the foregoing, including rights to recover for past, present and future violations thereof.

[REDACTED]

[REDACTED]

“Intellectual Property Registrations” means all Intellectual Property assets that are subject to any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE II PURCHASE AND SALE

Section 2.01 Purchase and Sale of Assets. Upon the terms and subject to the conditions of this Agreement, contemporaneously with the execution and delivery of this Agreement, the Sellers hereby sell, assign, transfer, convey and deliver to the Purchaser, and the Purchaser hereby purchases from the Sellers, free and clear of any Encumbrances (other than Permitted Encumbrances), all right, title and interest in, to and under the following (collectively, the “Purchased Assets”):

(a) All Sellers Intellectual Property of the Sellers, including, without limitation:

[REDACTED]

(ii) all patents and patent applications, service marks, trade dress, logos, trade names, corporate names and other source identifiers, domain names (including

the domain name www.jackrogersusa.com), social media identifiers and profiles, and registrations and applications for registration for any of the foregoing associated with the trademark JACK ROGERS® or the Sellers' conduct in any way related to the JACK ROGERS® trademark or the Business; [REDACTED]

[REDACTED] (iv) all other patents and patent applications, service marks, trademarks, trade dress, logos, trade names, corporate names and other source identifiers, domain names, social media identifiers and profiles, and registrations and applications for registration, registered copyrights and registrations and applications for registration thereof, rights of publicity and copyrightable works owned beneficially or of record by the Sellers or otherwise used in the Business; and (v) all of the goodwill relating to the foregoing, and in any case for avoidance of doubt including the Intellectual Property set forth on Schedule D and any Intellectual Property contained or embodied in the assets being sold to the Purchaser pursuant to any other provision of this Section 2.01;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED

[REDACTED]

[REDACTED]

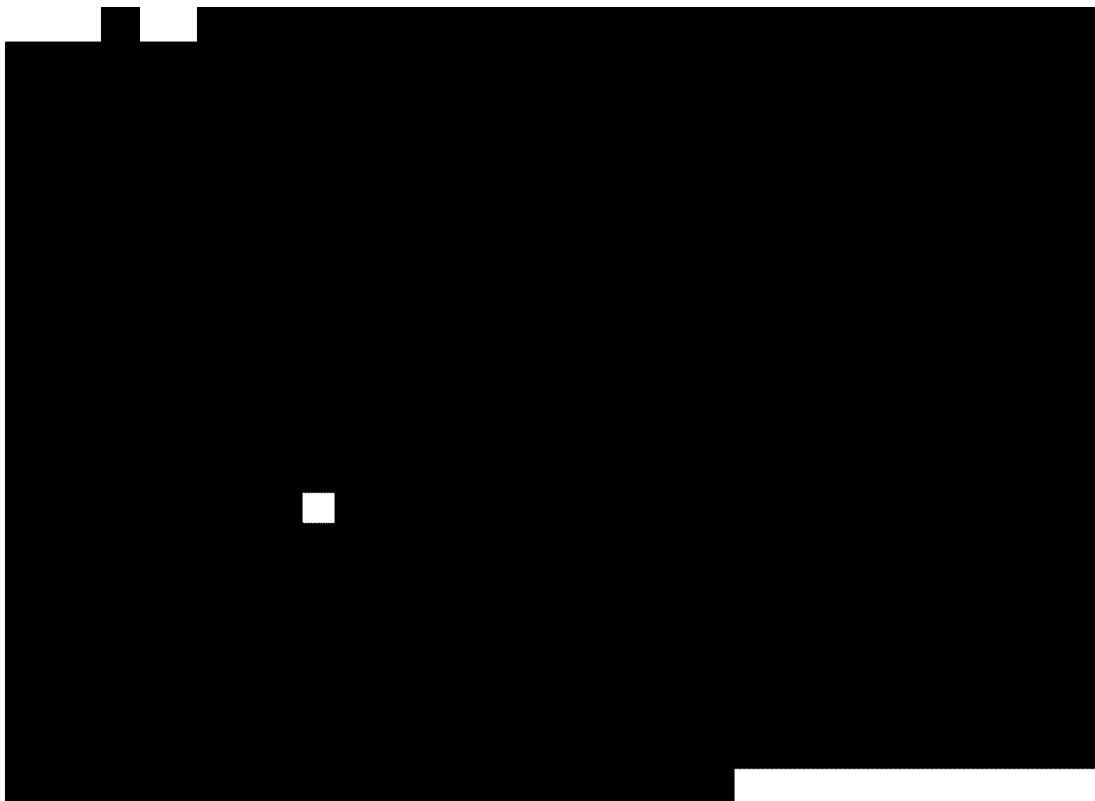
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED



REDACTED

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED

of

REDACTED

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

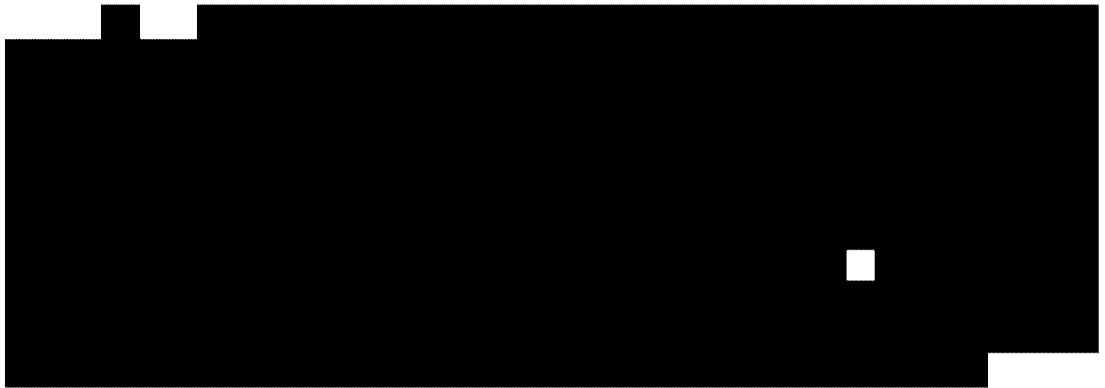
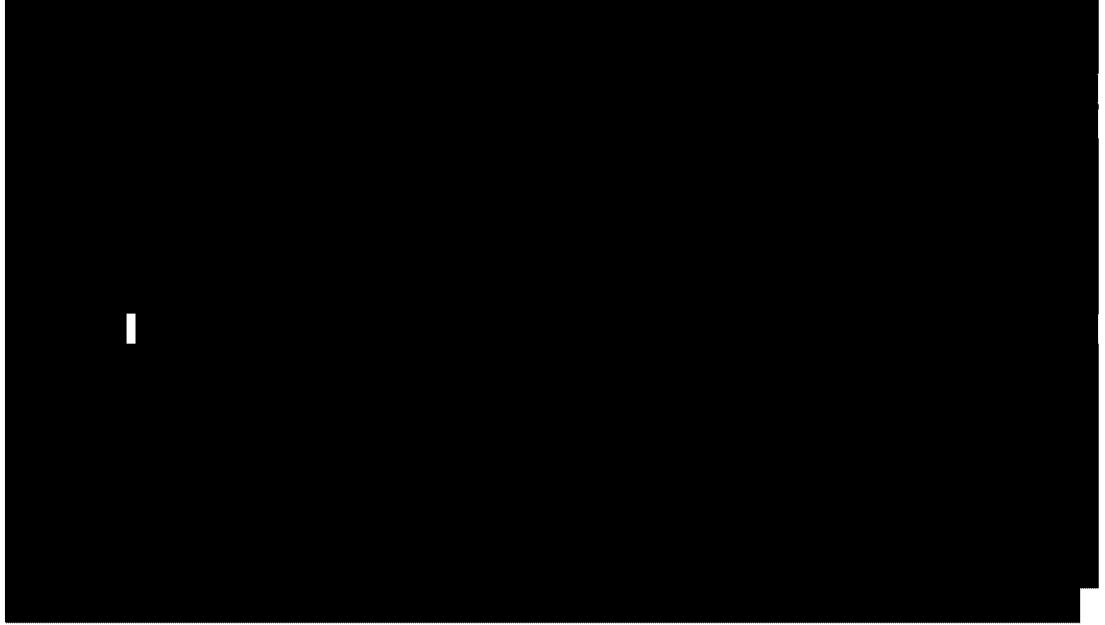
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED



REDACTED

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

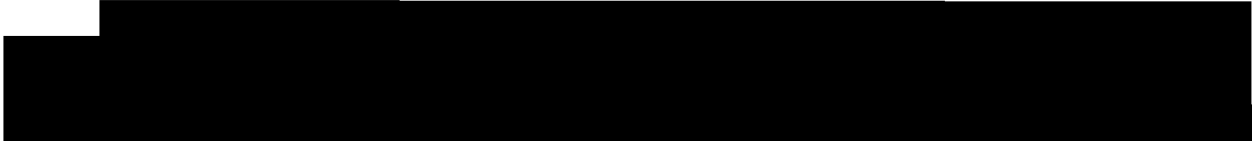
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



REDACTED

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED

[REDACTED]

[REDACTED]

[REDACTED]

[SIGNATURE PAGE FOLLOWS]

REDACTED

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

SELLERS

JACK ROGERS LLC

DocuSigned by:

By: _____
Name: Jennifer Masella
Title: Chief Executive Officer


JACK ROGERS HOLDING COMPANY LLC

DocuSigned by:

By: _____
Name: Jennifer Masella
Title: Board Member

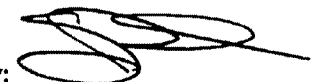
PARENT

OXFORD INDUSTRIES, INC.


By: _____
Name: Suraj A. Palakshappa
Title: Senior Vice President

PURCHASER

ABC1234 LLC


By: _____
Name: Suraj A. Palakshappa
Title: Vice President





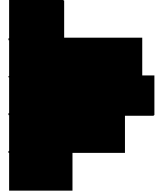

















































[Signature Page – Asset Purchase Agreement (Jack Rogers)]

Schedule D – Intellectual Property

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>

Patents:

- Patent Number D902555 (Sandal Upper), granted as of November 24, 2020 and active until November 24, 2035.