

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343235

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kellwood Company, LLC		04/17/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SH Brand Holdings, LLC		
Street Address:	1412 Broadway, 3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1224369	SAG HARBOR	
Registration Number:	3974464	SAG HARBOR	
Registration Number:	3974467	SAG HARBOR	
Registration Number:	3974502	SAG HARBOR	
Registration Number:	1943661	SAG HARBOR	
CORRESPONDENCE DATA			
Fax Number:	3102015219		
<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:	(310) 201-5240		
Email:	jlarkin@seyfarth.com		
Correspondent Name:	Joan Kupersmith Larkin		
Address Line 1:	2029 Century Park East, 35th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	064883-000279		
NAME OF SUBMITTER:	Joan Kupersmith Larkin		
SIGNATURE:	/Joan Kupersmith Larkin/		
DATE SIGNED:	06/02/2015		

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Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of 4/17/15 ("Effective Date") by and between Kellwood Company, LLC a Delaware Limited Liability Company (Assignor), and SH Brand Holdings, LLC a ~~Delaware~~ ^{New York} Limited Liability Company ("Assignee").

New York
Shelton
MT

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement, General Assignment and Bill of Sale dated April 17, 2015 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademark registrations and trademark applications set forth on Schedule A attached hereto (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration received by the Assignor from the Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Marks, for the United States and all other countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any other country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any other country, to record Assignee as the assignee and owner of the Marks.

Assignor shall take all further actions, and provide to Assignee, and to Assignee's successors, assigns, or other legal representatives, all such cooperation and assistance reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Kellwood Company, LLC

SH Brand Holdings, LLC

By: KS Grogan

By: Morris Tbeule

Name: Keith Grogan

Name: Morris Tbeule

Title: SUP

Title: Managing Member

TRADEMARK

REEL: 005540 FRAME: 0656

SCHEDULE A

U.S. TRADEMARKS

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date	TU Application and/or Statement of Use filed
SAG HARBOR	Kellwood Company, LLC	Renewed	1,224,369	1/18/1983	N/A
SAG HARBOR	Kellwood Company, LLC	Registered	3,974,464	6/7/2011	N/A
SAG HARBOR	Kellwood Company, LLC	Registered	3,974,467	6/7/2011	N/A
SAG HARBOR	Kellwood Company, LLC	Registered	3,974,502	6/7/2011	N/A
SAG HARBOR (and Design)	Kellwood Company, LLC	Registered	1,943,661	12/26/1995	N/A