

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613281

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tween Brands Investment, LLC		11/23/2020	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Justice Brand Holdings LLC		
Street Address:	240 Madison Avenue		
Internal Address:	15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	88776155		
Serial Number:	88776151		
Registration Number:	5638946	CLUB JUSTICE	
Registration Number:	4317198		
Registration Number:	4317197		
Registration Number:	6201266	EVERY GIRL EVERY DAY	
Registration Number:	4876553	JUSTICE	
Registration Number:	4234053	JUSTICE	
Registration Number:	4249562	JUSTICE	
Registration Number:	4237687	JUSTICE	
Registration Number:	0796455	JUSTICE	
Registration Number:	2990417	JUSTICE	
Registration Number:	3006487	JUSTICE	
Registration Number:	3071772		
Registration Number:	4656323	JUSTICE 04	
Registration Number:	5008694	JUST LIKE ME	
Registration Number:	5147788	JUST SHINE	
Registration Number:	5938706	LIVE JUSTICE	
TRADEMARK			

OP \$540.00 88776155

Property Type	Number	Word Mark
Registration Number:	5162703	LIVE JUSTICE
Registration Number:	5677467	OH SO SOFT
Registration Number:	5945481	ULTRA SQUAD

CORRESPONDENCE DATA

Fax Number: 5168690991

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.

Phone: 516-869-6422

Email: legalsiegal@aol.com

Correspondent Name: Laura B. Siegal

Address Line 1: 39 Chestnut Road

Address Line 4: Manhasset, NEW YORK 11030

NAME OF SUBMITTER:	Laura B. Siegal
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SIGNATURE:	/Laura B. Siegal/
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DATE SIGNED:	12/09/2020
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Total Attachments: 6

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U.S. TRADEMARK ASSIGNMENT AGREEMENT

This U.S. TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), dated as of November 23, 2020 (the “Effective Date”), is by and between Justice Brand Holdings LLC, a New York limited liability company (“Assignee”) and Tween Brands Investment, LLC, an Ohio limited liability company (the “Assignor”).

WHEREAS, Assignor is the owner of trademarks and service marks, including those trademark registrations and applications listed on Attachment 1 hereto (such trademarks and service marks, common law or otherwise, registered or not registered, registrations and, to the extent assignable, applications therefor (including intent to use applications), as well as all goodwill appurtenant thereto, being referred to herein as the “Trademarks”);

WHEREAS, Assignee is the successor of the ongoing and existing business or portion thereof of Assignor’s business to which the Trademarks pertain; and

WHEREAS, Assignor wishes to assign such Trademarks to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. As of the Effective Date, Assignor hereby assigns and transfers to Assignee, all of its right, title and interest in all Trademarks owned by Assignor, together with all registrations that have been or may be granted thereon, all applications for registrations thereof, all common law rights thereto and the goodwill of the business symbolized by and appurtenant to the Trademarks, including those listed in Attachment 1 hereto, free and clear of any charge, lien, claim, security interest or other similar restriction, and including Assignor’s right to all income, royalties and payments due or payable with respect thereto, the right to sue for and collect damages and other recoveries for past, present and future infringement thereof and the right to prosecute and maintain trademark applications and the registrations for the Trademarks. The assignment contemplated herein is meant to be an absolute assignment and not by way of security.

2. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks, and to issue all corresponding registrations to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Agreement. Assignee shall be responsible for any and all costs and expenses associated with recording this Agreement with the applicable trademark office(s). Assignor agrees to take all reasonable actions and execute and deliver all documents that Assignee may reasonably request to effect the terms of this Agreement and to perfect Assignee’s title in, to and under the Trademarks.

3. The terms of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto.

4. This Agreement, the Asset Purchase Agreement by and between Ascena Retail Group, Inc. (the “Company”), Assignor, Assignee and certain other subsidiaries of the Company dated October 20, 2020 and the schedules and exhibits thereto contain the entire agreement between the parties and supersede any previous communications, representations, or agreements,

verbal or written, relating to the subject matter of this Agreement. This Agreement may only be amended by a writing signed by both parties.

5. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

ASSIGNEE
JUSTICE BRAND HOLDINGS LLC

By:

Name:

Joseph Gabbay

Title:

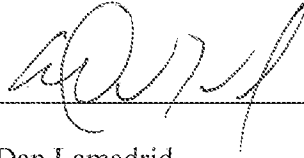
Authorized Signatory

Digitally signed by Joseph Gabbay, DN: cn=Joseph Gabbay, o=Justice Brand Holdings LLC, email=jgabbay@justicebrand.com, c=US

ASSIGNOR

TWEEN BRANDS INVESTMENT, LLC

By:




Name: Dan Lamadrid

Title: Executive Vice President and Chief Financial Officer

Dated: November 23, 2020

ATTACHMENT 1

Trademark	Appln. No. / Reg. No.
CLUB JUSTICE	5638946
DENIM POCKET DESIGN	4317198
	
DENIM POCKET DESIGN	4317197
	
EVERY GIRL EVERY DAY	6201266
JUSTICE	4876553
JUSTICE	4234053
JUSTICE	4249562
JUSTICE	4237687
JUSTICE	0796455
JUSTICE	2990417
JUSTICE & Heart Design	3006487



Heart Design 3071772



Heart Design 88/776155



Heart Design 88/776151



JUSTICE 04 4656323

JUST LIKE ME 5008694

JUST SHINE 5147788

LIVE JUSTICE 5938706

LIVE JUSTICE 5162703

OH SO SOFT 5677467

ULTRA SQUAD 5945481