

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM665164

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cluett, Peabody & Co., Inc.		08/02/2021	Corporation:
RECEIVING PARTY DATA			
Name:	ABG IZOD LLC		
Street Address:	1411 Broadway, 21st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	0166951	ARROW	
Registration Number:	1683039	ARROW	
Registration Number:	1307135	ARROW	
Registration Number:	5874589	ARROW	
Registration Number:	1259481	ARROW	
Registration Number:	2697738	ARROW	
Registration Number:	2889737	ARROW	
Registration Number:	1879843	ARROW	
Registration Number:	4502582	ARROW	
Registration Number:	1833378	ARROW	
Registration Number:	2560000	ARROW	
Registration Number:	3074390	ARROW	
Registration Number:	3149548	ARROW	
Registration Number:	2288751		
Registration Number:	3990362	ARROW USA 1851	
Registration Number:	4795951		
Registration Number:	1108341	GEOFFREY BEENE	
Registration Number:	1707677	GEOFFREY BEENE	
Registration Number:	2183725	GEOFFREY BEENE	

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Property Type	Number	Word Mark
Registration Number:	3634564	GEOFFREY BEENE
Registration Number:	3634563	GEOFFREY BEENE
Registration Number:	5561324	GEOFFREY BEENE
Registration Number:	4489399	GEOFFREY BEENE
Registration Number:	4031838	GEOFFREY BEENE GIVES BACK
Registration Number:	4150837	GEOFFREY BEENE GIVES BACK

CORRESPONDENCE DATA

Fax Number:

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: 6464909839
Email: trademark@authenticbrands.com
Correspondent Name: Bridgette Fitzpatrick
Address Line 1: 1411 Broadway, 21st Floor
Address Line 4: New York, NEW YORK 10018

NAME OF SUBMITTER:	Bridgette Fitzpatrick
SIGNATURE:	/Bridgette Fitzpatrick/
DATE SIGNED:	08/05/2021

Total Attachments: 6

- source=Cluett, Peabody & Co., Inc. Assignment Agreement (08022021)#page1.tif
- source=Cluett, Peabody & Co., Inc. Assignment Agreement (08022021)#page2.tif
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TRADEMARK AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of August 2, 2021 (the "Effective Date"), is by and between Cluett, Peabody & Co., Inc., a Delaware corporation ("Assignor") and ABG IZOD LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are collectively referred to herein as the "Parties" and individually referred to herein as a "Party." Reference is made to the Purchase and Sale Agreement, dated as of June 23, 2021 (the "Purchase Agreement"), by and between PVH Corp., a Delaware corporation ("Seller") and Assignee.

Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, pursuant to the terms and subject to the conditions set forth in the Purchase Agreement, Seller has agreed to, and to cause each Affiliate of Seller that are signatory thereto (collectively with Seller, the "Seller Entities") to, sell, assign, transfer and convey to Assignee all of the Seller Entities' right, title and interest in and to the Purchased Assets, including all of Assignor's right, title and interest in and to the trademarks identified on Schedule I attached hereto (collectively, the "Assigned Trademarks"), including the goodwill associated with such Assigned Trademarks; and

WHEREAS, at the Closing of the transactions contemplated by the Purchase Agreement, Seller shall execute and deliver this Assignment to Assignee, in order to effectuate the assignment of the Assigned Trademarks pursuant to a document suitable for recordation with all applicable governmental authorities and registrars so as to record ownership of the Assigned Trademarks.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the receipt and sufficiency of which are hereby acknowledged:

ARTICLE I

TRADEMARK ASSIGNMENT

Section 1.1 Assignor hereby irrevocably assigns to Assignee all of its rights, title and interest in and to the Assigned Trademarks as of the Effective Date, including any and all goodwill appurtenant thereto held by Assignor together with the right to sue and recover and retain damages and profits for past, present and future infringement, misappropriation or other violation of the foregoing, if any. The Assigned Trademarks shall be held and enjoyed by Assignee, its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Section 1.2 Promptly following the Effective Date, Assignor shall cause the recordable assignment attached as Exhibit A hereto and such other recordable assignments requested by Assignee (collectively, the "Recordable Trademark Assignments") to be executed and delivered to Assignee or its designee. Assignor hereby authorizes the Commissioner for

Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register the Recordable Trademark Assignments upon request by Assignee, its successors, assigns or other legal representatives.

Section 1.3 Promptly following the Effective Date, Assignor will cooperate with Assignee and follow Assignee's reasonable instructions, at Assignee's sole cost and expense, in order to promptly effectuate the transfer of rights to Assignee contemplated hereunder, and any necessary or appropriate records or indicia of ownership and use. Without limiting the foregoing, Assignor agrees at all times to provide Assignee with any additional information, to do any and all things, to execute any and all documents or instruction, and to follow any procedures, that may be required or reasonably requested by Assignee to effectuate the assignment hereunder. Assignee shall be solely responsible for, and shall bear all cost related to, filing or recordings of the Recordable Trademark Assignments and to effectuate the assignment hereunder.

ARTICLE II

GENERAL PROVISIONS

Section 2.1 Purchase Agreement. To the extent there is any conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

Section 2.2 Governing Law. This Agreement shall be governed by and construed in accordance with U.S. federal law and the laws of the State of New York, as applicable, without reference to the choice-of-law principles that would result in the application of the laws of a different jurisdiction other than the State of New York or U.S. federal law, as the case may be.

Section 2.3 Entire Agreement. This Agreement, together with the Schedules and Exhibits hereto, constitute the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes any prior discussion, correspondence, negotiation, proposed term sheet, agreement, understanding or arrangement.

Section 2.4 Amendments. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the Party against whom enforcement of any such modification or amendment is sought.

Section 2.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement.

Section 2.6 Headings; Definitions. The section and article headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the Parties as of the day first above written.

CLUETT, PEABODY & CO., INC.

By: DocuSigned by:
Mark Fischer
Name: Mark Fischer
Title: Executive Vice President

ABG IZOD LLC


By: _____
Name:
Title:

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the Parties as of the day first above written.

CLUETT, PEABODY & CO., INC.

By: _____
Name: Mark Fischer
Title: Executive Vice President

ABG IZOD LLC

By:  _____
Name: Jay Dubiner
Title: General Counsel

COUNTRY	TRADEMARK	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	CLASS	TRADEMARK STATUS	NEXT RENEWAL DUE
United States of America	ARROW	71/171787	10-Nov-22	0166951	17-Apr-23	24	Registered	17-Apr-23
United States of America	ARROW	74/159519	22-Apr-91	1853099	14-Apr-92	25	Registered	14-Apr-22
United States of America	ARROW	73/415897	4-Mar-83	1397135	27-Nov-84	25	Registered	27-Nov-24
United States of America	ARROW	86949626	23-Mar-16	5874589	1-Oct-19	18, 25	Registered	1-Oct-29
United States of America	Arrow & Design 2	73/355984	22-Mar-82	1259481	29-Nov-83	25	Registered	29-Nov-23
United States of America	ARROW & Device (Below the Word)	76/417270	3-Jun-02	2697738	18-Mar-03	25	Registered	18-Mar-23
United States of America	ARROW & Device (Below the Word)	76/421684	18-Jun-02	2889737	28-Sep-04	25	Registered	28-Sep-24
United States of America	ARROW & Device (Below the Word)	74/475269	9-Jan-84	1879843	21-Feb-85	25	Registered	21-Feb-25
United States of America	ARROW & Device (Below the Word)	85754182	15-Oct-12	4502582	25-Mar-14	25	Registered	25-Mar-24
United States of America	ARROW & Device (Below the Word)	74/245632	12-Feb-92	1833378	26-Apr-94	25	Registered	26-Apr-24
United States of America	ARROW & Device (Below the Word)	76/021305	10-Apr-00	2560000	9-Apr-02	25	Registered	9-Apr-22
United States of America	ARROW & Device (Below the Word)	78/339951	13-Dec-03	3074390	28-Mar-06	25	Registered	28-Mar-26
United States of America	ARROW & Device (Below the Word)	78/414733	7-May-04	3149548	26-Sep-06	25	Registered	26-Sep-26
United States of America	Arrow Device	75/495443	3-Jun-98	2288751	26-Oct-99	25	Registered	26-Oct-29
United States of America	ARROW USA 1851	77/347737	10-Dec-07	3990362	5-Jul-11	25	Registered	5-Jul-31
United States of America	Triple Arrow Logo	86/122939	19-Nov-13	4795951	18-Aug-15	25	Registered	18-Aug-25
United States of America	GEOFFREY BEENE	73078142	29-Feb-76	1108341	12-Dec-78	3	Registered	12-Dec-28
United States of America	GEOFFREY BEENE	74142873	26-Feb-91	1707677	18-Aug-92	3	Registered	18-Aug-22
United States of America	GEOFFREY BEENE	75289204	9-May-97	2183725	25-Aug-98	25	Registered	25-Aug-28
United States of America	GEOFFREY BEENE	77/587973	22-Oct-08	3634364	9-Jun-09	14	Registered	9-Jun-29
United States of America	GEOFFREY BEENE	77/597970	22-Oct-08	3634563	9-Jun-09	18	Registered	9-Jun-29
United States of America	GEOFFREY BEENE	86480582	15-Dec-14	5661324	11-Sep-18	25	Registered	11-Sep-28
United States of America	GEOFFREY BEENE	85777128	12-Nov-12	4483399	25-Feb-14	14	Registered	25-Feb-24
United States of America	GEOFFREY BEENE	73078142	29-Feb-76	1108341	12-Dec-78	3	Registered	12-Dec-28
United States of America	GEOFFREY BEENE GIVES BACK	77/20659	2-Jul-07	4031838	27-Sep-11	18	Registered	27-Sep-21
United States of America	GEOFFREY BEENE GIVES BACK	85/111561	19-Aug-10	4150837	29-May-12	25	Registered	29-May-22