

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809768

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 Fl.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76528540	GB GEOFFREY BEENE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6464909839		
Email:	trademark@authentic.com		
Correspondent Name:	Bridgette Fitzpatrick		
Address Line 1:	1411 Broadway, 21st Fl.		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Bridgette Fitzpatrick		
SIGNATURE:	/Bridgette Fitzpatrick/		
DATE SIGNED:	05/11/2023		
Total Attachments: 6			
source=Cluett, Peabody & Co., Inc. Assignment Agreement (05112023)#page1.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

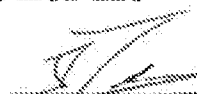
By: _____
Name:
Title:

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

<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Class</u>	<u>Status</u>	<u>Next Renewal Due</u>
United States	GB GEOFFREY BEENE logo	76528540	6/27/2003	2839963	05/11/2004	25	Registered	05/13/2024

TRADEMARK

REEL: 008069 FRAME: 0107

RECORDED: 05/11/2023