

11-27-2002



Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

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TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
bebe Stores, inc. 11-17-02

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State (CA)  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: bebe Studio, inc.  
Internal Address: \_\_\_\_\_  
Street Address: 860 South Los Angeles St. #260  
City: Los Angeles State: CA Zip: 90014

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State California  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: September 1, 2002

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
78041376

B. Trademark Registration No.(s)  
See attached Schedule A

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Legal  
Internal Address: \_\_\_\_\_  
Street Address: 400 Valley Drive  
City: Brisbane State: CA Zip: 94005

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41).....\$ 390  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
501254

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Donna Bramm-Hugh      Donna Bramm-Hugh  
Name of Person Signing      Signature

11/11/02  
Date

Total number of pages including cover sheet, attachments, and document: 5

11/26/2002 LNUELLER 00000161 501254 78041376  
Documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

01 FC:8521 40.00 CH  
02 FC:8522 350.00 CH

TRADEMARK  
REEL: 002624 FRAME: 0205

SCHEDULE A

Trademark	Application Date	Application Number	Registration Date	Registration Number	International Class/Goods
b and heart design	01/02/2001	78/041376	4/23/2002	2563834	IN 09 sunglasses, sunglass cases, fashion sunglass frames, chains for use on sunglasses and spectacles.
BEBE	06/30/1999	75/740809	10/02/2001	2494865	IN 14 CLOCKS, WATCHES AND WRISTWATCHES
BEBE	07/22/1998	75/523,565	03/14/2000	2,328,170	IN 14 jewelry, namely earrings, rings, necklaces, pendants and bracelets.
WISH	8/5/1996	75/44807	12/11/2001	2517627	IN 3 perfumes, cosmetic, body and beauty care products, namely perfume, cologne, toilet water, personal soaps, shampoos, hair conditioners, bath oil, bath foams, bath gels, bath salts, shower gel, dusting powder, talc, anti-perspirants, deodorants, moisturizers, cleaning preparations, cleansing creams and cleansing lotions, make-up for lips, eyes and cheeks and make-up remover.
BEBE	08/27/1998	75/543404	10/09/2001	2496624	IN 25 Footwear, namely loafers, espadrilles, sandals, thongs, mules and pumps.
BEBE	07/24/1995	74/704,591	07/23/1996	1,988,468	IN 18 purses, clutch bags, shoulder bags, tote bags and backpacks
bebe (stylized)	10/17/1988	73/757,935	07/30/1991	1,652,462	IN 25 MEN'S AND WOMEN'S APPAREL, NAMELY, SHIRTS, BLOUSES, PANTS, JACKETS, COATS, SWEATERS, SUITS AND DRESSES; AND ACCESSORIES, NAMELY, BELTS, SCARVES AND HATS
BEBE MODA	01/30/1995	74/627,429	08/06/1996	1,992,129	IN 25 men's and women's apparel, namely shirts, blouses, pants, jackets, coats, sweaters, suits and dresses; and accessories, namely belts, scarves and hats
bebe San Francisco (stylized)	11/24/1994	74/602,853	01/23/1996	1,950,771	IN 25 men's and women's apparel, namely skirts, blouses, pants, jackets, coats, sweaters, suits and dresses - and accessories, namely belts, scarves, and hats
bebe (stylized)	05/27/1997	75/298071	12/18/2001	2520418	IN 3 perfume, cologne and toilet water
2b (stylized)	07/03/1995	74/696,160	09/09/1997	2,095,665	IN 3 body and beauty care products, namely, perfume, cologne and toilet water
2 BE (stylized)	04/22/1996	75/092,460	04/22/1997	2,054,940	IN 3 perfumes, namely, perfume; cologne; toilet water
BEBE	10/31/1995	75/012,867	02/18/1997	2,038,435	IN 42 retail store services for women's clothing and accessories
bebe (stylized)	02/17/1998	75/435,752	11/02/1999	2,289,914	IN 9 Eyewear
BEBE	10/31/1995	75/012680	05/23/2000	2352146	IN 4 scented candles IN 20 furniture, namely tables, chairs, dressers, cabinets, sofas and bed frames, mirrors and picture frames IN 21 bed sheets, bed blankets, bed covers, pillow cases, bath towels, hand towels, textile napkins and table cloths not of paper.

ASSIGNMENT OF UNITED STATES TRADEMARKS AND SERVICE MARKS

WHEREAS, bebe stores, inc., a company organized and existing under the laws of California, and having its principal place of business at 400 Valley Drive, Brisbane, CA 94005 (“Assignor”), has been using certain trademarks and service marks in conjunction with its business, including but not limited to the trademark and service mark registrations and applications, set forth in Schedule A attached hereto (collectively, the “Trademarks”); and

WHEREAS, bebe studio, inc. a company organized and existing under the laws of California, and having its principal place of business at 860 S. Los Angeles Street, Room 600, Los Angeles, CA 90014 (“Assignee”), for valid business reasons, will now conduct and expand the licensing business and management of the Trademarks formerly undertaken by Assignor, and therefore Assignee is desirous of acquiring the entire right, title and interest in and to the Trademarks, including the right to bring actions for infringement of the Trademarks occurring prior to the date of this Assignment.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for valuable and legally sufficient consideration, the receipt and legal sufficiency of which are hereby acknowledged by the Assignor, the Assignor has sold, assigned, and transferred, and by these presents do sell, assign, and transfer unto the Assignee, the Assignor’s entire right, title and interest in and to the Trademarks used in conjunction with the Assignor’s business, including but not limited to the (i) the trademark registration and applications thereof identified in Schedule A attached to this Assignment, and (ii) the right to bring actions for infringements of the

Trademarks occurring prior to the date of this Assignment, together with that part of the goodwill of the Assignor's business connected with and symbolized by the Trademarks.

IN TESTIMONY WHEREOF, the Assignor has caused this Assignment of United States Trademarks and Service Marks to be executed by its authorized representative.


bebe stores, inc.

By: John E. Fyees  
Name: John E. Fyees  
Title: CFO + CAO

Date: 11/8, 2002

ACKNOWLEDGED:

bebe studio, inc.

By:   
Name: Manny Mashout  
Title: CEO

STATE OF CALIFORNIA )  
COUNTY OF San Mateo )

CERTIFICATE OF ACKNOWLEDGMENT

I, Donna Brown-Hawley Notary Public, in and for the County and State aforesaid, do hereby certify that Manny Mashout, known to be the CEO & Chairman of bebe stores, inc. appeared before me this day, in person, and acknowledged that he signed, sealed and delivered the foregoing instrument on behalf of bebe stores, inc. as of his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 11<sup>th</sup> day of November 2002.

Donna Brown-Hawley  
Notary Public

My Commission Expires:

