

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
F. SCHUMACHER & CO.		05/02/2007	CORPORATION: NEW YORK

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WV IP HOLDINGS, LLC
<b>Doing Business As:</b>	DBA WAVERLY LIFESTYLE
<b>Street Address:</b>	c/o NexCen Brands
<b>Internal Address:</b>	1330 Avenue of the Americas, 34th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2897591	GROWING UP WITH WAVERLY
Registration Number:	2522235	GROWING UP WITH WAVERLY
Registration Number:	0128949	WAVERLY
Registration Number:	0709694	WAVERLY
Registration Number:	1756996	WAVERLY
Registration Number:	2011559	WAVERLY
Registration Number:	2231912	WAVERLY
Registration Number:	2228295	WAVERLY
Registration Number:	2340120	WAVERLY
Registration Number:	2321116	WAVERLY
Registration Number:	2742423	WAVERLY
Registration Number:	2345746	WAVERLY

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Registration Number:	2410843	WAVERLY
Registration Number:	2445276	WAVERLY
Registration Number:	2456473	WAVERLY
Registration Number:	2732554	WAVERLY
Registration Number:	2222219	WAVERLY
Registration Number:	2908925	WAVERLY
Registration Number:	1663475	WAVERLY DESIGNER SERIES
Registration Number:	1540995	WAVERLY PLACE
Registration Number:	1622593	GRAMERCY
Registration Number:	2485318	GRAMERCY
Registration Number:	2410841	GRAMERCY
Registration Number:	1576438	VILLAGE
Registration Number:	2410842	VILLAGE
Registration Number:	1657457	VILLAGE

**CORRESPONDENCE DATA**

Fax Number: (212)813-5901  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-813-5900  
Email: anicolescu@fzlj.com  
Correspondent Name: J. ALLISON STRICKLAND  
Address Line 1: FROSS ZELNICK LEHRMAN & ZISSU, P.C.  
Address Line 2: 866 UNITED NATIONS PLAZA  
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	WAVH 07/06294
NAME OF SUBMITTER:	J. Allison Strickland
Signature:	/anca nicolescu/
Date:	07/17/2007

**Total Attachments: 9**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is entered into as of May 2, 2007, by and between F. Schumacher & Co., a New York corporation ("*Assignor*"), and WV IP Holdings, LLC, a Delaware limited liability company ("*Assignee*").

WHEREAS, Assignor is the owner of the United States trademark registrations identified and set forth on Schedule A attached hereto, the United States applications for trademark registration identified and set forth on Schedule B attached hereto, the foreign trademark registrations identified and set forth on Schedule C attached hereto and the foreign applications for trademark registration identified and set forth on Schedule D attached hereto (collectively, the "*Marks*");

WHEREAS, Assignee is the successor to that portion of the business of the Assignor to which the Marks pertain;

WHEREAS, Assignor, NexCen Brands, Inc. and Assignee are parties to the Asset Purchase Agreement, dated March 13, 2007 (the "*Agreement*") pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain assets, including the Marks; and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee the entire right, title and interest in and to the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign 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 foreign 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 Closing Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement, unfair competition, dilution, 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.

Assignor hereby represents, warrants and covenants that it has the full right to convey the interest assigned by this Assignment, and it has not executed and will not execute any agreement in conflict with this Assignment.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

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Assignor shall provide Assignee, its successors and assigns, or their legal representatives such information as Assignee may reasonably request (including execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required): (1) in the preparation of any application for registration or any application for renewal of a registration covering the Marks; (2) in the prosecution or defense of any infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation of this Assignment.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

\* \* \* \* \*

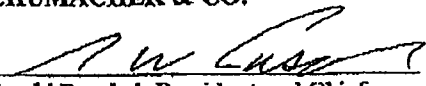
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[SIGNATURE PAGE FOLLOWS]

This Assignment is provided pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks.

EXECUTED AND DELIVERED on and effective as of May 2, 2007.

F. SCHUMACHER & CO.

By:   
Gerald Puschel, President and Chief  
Executive Officer

WV IP HOLDINGS, LLC

By: NexCen Brands, Inc., its Managing  
Member

By: \_\_\_\_\_  
Name:  
Title:

This Assignment is provided pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks.

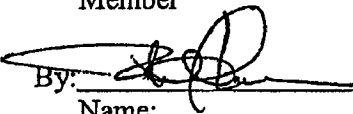
**EXECUTED AND DELIVERED** on and effective as of May 2, 2007.

**F. SCHUMACHER & CO.**

By: \_\_\_\_\_  
Gerald Puschel, President and Chief  
Executive Officer

**WV IP HOLDINGS, LLC**

By: NexCen Brands, Inc., its Managing  
Member

By:  \_\_\_\_\_  
Name:  
Title:

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA )  
STATE OF New York : ss.:  
COUNTY OF New York )

I, Natalie A. Sondike, the undersigned Notary Public do hereby certify that Gerald Puschel, as Pres + CEO of F. Schumacher & Co., a New York corporation, who signed the foregoing Assignment document, was authorized on the 2<sup>nd</sup> day of May, 2007, to execute the foregoing Assignment document on behalf of F. Schumacher & Co., and to me acknowledged that he/~~she~~ did sign the said document.

(STAMP AND SEAL)

Natalie A. Sondike  
Notary Public

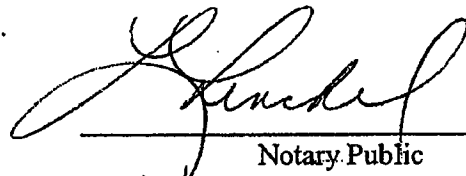
**NATALIE A. SONDIKE**  
Notary Public, State of New York  
No. 10304771003  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires November 30, 2009

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA )  
STATE OF NEW YORK : ss.:  
CITY/COUNTY OF New York )

I, Lori Henschel, the undersigned Notary Public do hereby certify that Robert D'Loera, as President of WV IP Holdings, LLC, a Delaware limited liability company, who signed the foregoing Assignment document, was authorized on the 2nd day of May, 2007, to execute the foregoing Assignment document on behalf of WV IP Holdings, LLC, and to me acknowledged that he/she did sign the said document.

(STAMP AND SEAL)

  
\_\_\_\_\_  
Notary Public  
LORI HENCHEL  
NOTARY PUBLIC - STATE OF NEW YORK  
NO. 01HE6020435  
QUALIFIED IN NASSAU COUNTY  
MY COMMISSION EXPIRES MARCH 1, 2011



**Schedule A**  
**to Trademark Assignment**

**U.S. Trademark Registrations**

Trademark	Country	Status	App. No. Reg. No.	App. Date Reg. Date
GROWING UP WITH WAVERLY	U.S.	Registered	2897591	October 26, 2004
GROWING UP WITH WAVERLY	U.S.	Registered	2522235	December 25, 2001
WAVERLY	U.S.	Registered	128949	January 20, 1920
WAVERLY	U.S.	Registered	709694	January 10, 1961
WAVERLY	U.S.	Registered	1756996	March 9, 1993
WAVERLY	U.S.	Registered	2011559	October 29, 1996
WAVERLY	U.S.	Registered	2231912	March 16, 1991
WAVERLY	U.S.	Registered	2228295	March 2, 1999
WAVERLY	U.S.	Registered	2340120	April 11, 2000
WAVERLY	U.S.	Registered	2321116	February 22, 2000
WAVERLY	U.S.	Registered	2742423	July 29, 2003
WAVERLY	U.S.	Registered	2345746	April 25, 2000
WAVERLY	U.S.	Registered	2410843	December 5, 2000
WAVERLY	U.S.	Registered	2445276	April 17, 2001
WAVERLY	U.S.	Registered	2456473	May 29, 2001
WAVERLY	U.S.	Registered	2732554	July 1, 2003
WAVERLY	U.S.	Registered	2222219	February 9, 1999
WAVERLY	U.S.	Registered	2908925	December 7, 2004
WAVERLY DESIGNER SERIES	U.S.	Registered	1663475	November 5, 1991
WAVERLY PLACE	U.S.	Registered	1540995	May 23, 1989
GRAMERCY	U.S.	Registered	1622593	November 13, 1990
GRAMERCY	U.S.	Registered	2485318	September 4, 2001

Trademark	Country	Status	App. No. Reg. No.	App. Date Reg. Date
GRAMERCY	U.S.	Registered	2410841	December 5, 2000
VILLAGE	U.S.	Registered	1576438	January 9, 1990
VILLAGE	U.S.	Registered	2410842	December 5, 2000
VILLAGE & Design	U.S.	Registered	1657457	September 17, 1991

**Schedule B**  
**to Trademark Assignment**

**U.S. Trademark Applications**

None.

B-1