

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tracy Evans, Ltd.		12/31/2010	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Tracy Evans LLC
Street Address:	247 West 38th St., 9th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3587870	DANIELLE B.
Registration Number:	1705138	FIRST OPTION
Registration Number:	2225732	KATLYN O'FARREL
Registration Number:	3775462	SPEAK RIO
Registration Number:	3775463	SPEAK 2 ME
Registration Number:	3423293	T.B.A.
Registration Number:	3690098	T.B.A.* THE FLIP
Registration Number:	3690100	T.B.A.* THE PIXIE
Registration Number:	3690099	T.B.A.* THE SHAG
Registration Number:	3867779	TL4E TRUE LOVE FOREVER
Registration Number:	3304810	TRACES BY TRACY EVANS
Registration Number:	3213203	TRACY EVANS LIMITED
Registration Number:	3716232	YOUR BEST PROFILE
Serial Number:	75327441	

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Serial Number:	75592937	BEST FRIENDS FOREVER (BFF)
Serial Number:	75723103	PORTRAIT
Serial Number:	77492041	SPEAK MILAN

CORRESPONDENCE DATA

Fax Number: (213)630-5745
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2138915031
Email: jreider@buchalter.com
Correspondent Name: Jessie K. Reider, CA Bar No. 237,113
Address Line 1: 1000 Wilshire Blvd., Suite 1500
Address Line 2: Buchalter Nemer
Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	B4580-0006
NAME OF SUBMITTER:	Jessie K. Reider, CA Bar No. 237,113
Signature:	/jkr/
Date:	05/05/2011

Total Attachments: 4
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ASSIGNMENT OF TRADEMARKS

THIS TRADEMARK ASSIGNMENT (this "**Agreement**") is dated as of December 31, 2010, between TRACY EVANS, LTD., a New York corporation ("**Contributor**"), and TRACY EVANS LLC, a Delaware limited liability company ("**Newco**"). Each of the foregoing parties is referred to herein individually as a "Party" and together as the "**Parties**."

WITNESSETH:

WHEREAS, Purchaser and Seller are parties to that certain Asset Contribution Agreement, dated as of December 31, 2010, by and among Newco, Contributor, Mark Cohen and Darren Cohen (the "**Asset Contribution Agreement**"), pursuant to which Newco is to acquire all of the Contributor's right, title and interest in and to certain assets, including the trademarks and trademark applications listed on Schedule I hereto (the "**Assigned Trademarks**").

NOW, THEREFORE, for value received, and in consideration for such good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms and subject to the conditions of the Asset Contribution Agreement, each Party hereby agrees as follows:

1. Contributor hereby irrevocably contributes, assigns, transfers, conveys and delivers to Newco and its successors and assigns, and Newco hereby acquires and accepts from Contributor, all of Contributor's right, title and interest in and to the Assigned Trademarks, including all claims for past infringement, and all goodwill associated with the Assigned Trademarks and symbolized thereby. This Agreement is in accordance with and is subject to all of the terms and conditions set forth in the Asset Contribution Agreement (which Asset Contribution Agreement shall govern in the event of a conflict between the terms hereof and those set forth in the Asset Contribution Agreement).
2. Contributor hereby agrees to cooperate with Newco as reasonably necessary to give full effect to and to perfect the rights of Newco in the Assigned Trademarks. Contributor agrees to execute and deliver such other documents and to take all such other actions as Newco, its successors and assigns may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement. The Parties agree that Newco may record this Agreement in the United States Patent and Trademark Office and such other offices foreign to the United States as Newco deems necessary, and shall be responsible for all expenses and costs associated therewith. Contributor hereby authorizes and requests that the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue trademark registrations on applications as aforesaid, issue to and record in the name of Newco all right, title, and interest in and to the Assigned Trademarks and to issue the said trademark applications and registration to Newco, its successors, assigns, nominees or other legal representatives, as Newco of the entire interest.
3. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York without giving effect to the principles of conflicts of law thereof.
4. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
5. This Agreement may be amended, modified or supplemented only in a writing signed by Newco and Contributor.

6 This Agreement is executed and delivered in connection with the Asset Contribution Agreement and anything to the contrary set forth herein notwithstanding, nothing herein shall in any way vary the promises, agreements, representations and warranties of the Contributor and Newco set forth in the Asset Contribution Agreement.

7. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Asset Contribution Agreement.

[Signature page follows]

Schedule I

Country	Mark	Reg. No./ Appl. No.	Reg. Date/ Appl. Date
U.S.A.	DANIELLE B.	3587870	3/10/2009
U.S.A.	FIRST OPTION	1705138	8/4/1992
U.S.A.	KATLYN O'FARREL	2225732	2/23/1999
U.S.A.	Women wearing ribbons in hair design	75/327441	7/21/1997
U.S.A.	BEST FRIENDS FOREVER (BFF)	75/592937	11/20/1998
U.S.A.	PORTRAIT	75/723103	6/7/1999
U.S.A.	SPEAK MILAN	77/492041	6/5/2008
U.S.A.	SPEAK RIO	3775462	4/13/2010
U.S.A.	SPEAK 2 ME	3775463	4/13/010
U.S.A.	T.B.A. & Star Design	3423293	5/6/2008
U.S.A.	T.B.A. THE FLIP & Design	3690098	9/29/2009
U.S.A.	T.B.A. THE PIXIE & Design	3690100	9/29/2009
U.S.A.	T.B.A. THE SHAG & Design	3690099	9/29/2009
U.S.A.	TL4E TRUE LOVE FOREVER	3867779	10/26/2010
U.S.A.	TRACES BY TRACY EVANS	3304810	10/2/2007
U.S.A.	TRACY EVANS LIMITED	3213203	2/27/2007
U.S.A.	YOUR BEST PROFILE	3716232	11/24/2009
Canada	TRACY EVANS LIMITED	TMA759621	10/10/2006