

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
bebe stores, inc.		07/06/2011	CORPORATION:
RECEIVING PARTY DATA			
Name:	bebe studio, inc.		
Street Address:	10345 West Olympic Blvd.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90064		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1652462	BEBE	
CORRESPONDENCE DATA			
Fax Number:	(415)657-4424		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-657-4437		
Email:	lsmith@bebe.com		
Correspondent Name:	Larry Smith		
Address Line 1:	400 Valley Drive		
Address Line 4:	Brisbane, CALIFORNIA 94005		
NAME OF SUBMITTER:	Larry Smith		
Signature:	/Larry Smith/		
Date:	07/08/2011		
Total Attachments: 5 source=TrademarkLicenseAgreement#page1.tif source=TrademarkLicenseAgreement#page2.tif source=TrademarkLicenseAgreement#page3.tif source=TrademarkLicenseAgreement#page4.tif source=TrademarkLicenseAgreement#page5.tif			

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TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (this "Agreement") is entered into this 1st day of September 2002 (the "Effective Date") by and between bebe studio, inc., a California corporation ("Licensor") and bebe stores, inc., a California corporation ("Licensee").

Recitals

- A. Licensor is the owner of the Marks (as defined below).
- B. Licensor and Licensee will execute a Design, Purchasing and Distribution Agreement (the "Buy-Sell Agreement") for the sale of Merchandise (as defined in the Buy-Sell Agreement) from Licensor to Licensee concurrently with the execution of this Agreement. The Marks are integrated into the various items of Merchandise purchased by Licensee from Licensor pursuant to the Buy-Sell Agreement.
- C. This Agreement authorizes Licensee's use of the Marks in Retail Operations throughout the United States and the rest of the world.

Agreement

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

1.1 "Marks" means the trademarks, service marks, logos, and trade names, set forth on Schedule A, as amended from time to time by Licensor upon written notice.

1.2 "Retail Operations" means Licensee's retail apparel business, including the operation of retail stores, the sale of Merchandise on the internet, distribution services, in-store visual and display planning, retail site selection and construction, loss prevention, inventory stock planning and store allocation of Merchandise, executive support and human resources and benefits administration.

2. Trademark License Grant.

2.1 Use Rights. Licensor hereby grants to Licensee a non-exclusive, non-transferable, worldwide, royalty-free, limited license, without the right to sublicense, during the term of this Agreement, to use the Marks solely in connection with the activities described in Recital C above. Licensee's use of the Marks will be in compliance with Licensor's trademark guidelines, as modified from time to time.

2.2 Use of Licensed Trademark. Licensee agrees that the nature and quality of the materials bearing the Marks will be of high quality in the apparel industry. Licensee will cooperate with Licensor in facilitating Licensor's control of such usage, and will submit specimens of Licensee's use of the Marks promptly upon Licensor's request. Licensee will promptly modify its use of the Marks upon Licensor's request. Licensee will not combine any

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other servicemark, trade name or trademark with the Marks without Licensor's consent. Licensee will immediately notify Licensor of any unauthorized use of the Marks and will cooperate with Licensor in enforcing the Marks. Licensee acknowledges that Licensor is the sole and exclusive owner of the Marks and further agrees that it will not do anything inconsistent with such ownership either during or after the term of this Agreement. Licensee agrees that its use of the Marks will inure to the benefit of and be on behalf of Licensor. Licensee acknowledges that Licensee's utilization of the Marks will not create any right, title or interest in such Marks in Licensee.

2.3 **Restrictions.** Licensee shall not adopt any trademark, trade name or service mark which is confusingly similar to any of the Marks. Licensee shall not register or make any application to register the Marks or any word or combination of words confusingly similar to the Marks anywhere in the world. If any application for registration is or has been filed by or on behalf of Licensee in any country and relates to any mark which, in the reasonable opinion of Licensor, is confusingly similar, deceptive or misleading with respect to, or dilutes or in any way damages any of the Marks, Licensee will abandon all use of such mark, and either (a) transfer to Licensor, or (b) abandon any registration or application for registration thereof, and shall reimburse Licensor for all costs and expenses of any opposition or related legal proceeding, including attorneys' fees, instigated by Licensor or its authorized representative.

3. **Representations and Warranties.**

3.1 **Authority.** Each party represents and warrants to the other that (i) it has the authority to enter into this Agreement, (ii) its performance of its obligations under this Agreement will not conflict with the terms of any other agreement, and (iii) the performance of its obligations under this Agreement will comply with all applicable laws and their implementing regulations.

3.2 **Representation and Warranty.** Licensor represents and warrants to Licensee that as of the effective date of this Agreement, it has no actual knowledge of any claim that the exercise by Licensee of its rights under this Agreement will violate the trademark rights in the United States of any third party.

4. **Disclaimer.** LICENSOR MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

5. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

6. **Term and Termination.**

6.1 **Term.** This Agreement will begin as of the Effective Date and will remain in effect for the life of the Marks, unless earlier terminated as provided below (the "Term").

6.2 **Termination for Cause.** Notwithstanding the Term, either party may terminate this Agreement where the other party fails to cure any material breach of its obligations under this Agreement within sixty (60) days of written notice from the non-breaching party specifying the noncompliance.

6.3 **Termination for Convenience.** Notwithstanding the Term, Licensor may terminate this Agreement without cause upon sixty (60) days prior written notice to Licensee.

6.4 **Rights in Specific Marks.** Licensor shall have the right to immediately terminate Licensee's right to use any single Mark or Marks (either all together or in a specific geographic region) upon written notice if Licensor reasonably believes that such use may be subject to a claim that it infringes the intellectual property rights of any third party.

6.5 **Effects of Termination or Expiration; Survival.** Upon the termination or expiration of this Agreement, Licensee will cease using the Marks. Upon any termination or expiration of this Agreement, Sections: 2.3, 3, 4, 5, 6.5, 7 and the portions of Section 2.2 referring to ownership of the Marks, shall remain in full force and effect.

7. **General Provisions.**

7.1 **Relationship of the Parties.** The parties agree that each party is acting as an independent contractor, and not as an agent, partner or joint venturer with the other party for any purpose. Neither party will have the right, power, or authority to act or create any obligations, express or implied, by contract or otherwise, on behalf of the other party.

7.2 **Assignment.** Licensee will not assign, voluntarily, by operation of law, or otherwise, this Agreement, and its rights and obligations hereunder, to any third party without the prior written consent of Licensor. This Agreement will benefit and be binding upon the parties and their respective successors and assigns.

7.3 **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed duly delivered if delivered personally (upon receipt), or three (3) business days after being mailed by registered or certified mail, postage prepaid (return receipt requested), or one (1) business day after it is sent by commercial overnight courier service, or upon transmission, if sent via facsimile (with confirmation of receipt) to the parties at the address set forth on the signature blocks on the signature page of this Agreement (or at such other address for a party as shall be specified by like notice).

7.4 **Severability; Waiver.** If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deleted and the legality, enforceability and validity of the remaining provisions will not be affected or impaired thereby. Failure by either party to enforce any provision of this Agreement will not be deemed to be a waiver of future enforcement of that or any other provision of this Agreement.

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7.5 Governing Law; Jurisdiction. This Agreement will be governed by and construed according to the laws of the State of California without regard for its conflict of laws principles. Any action or proceeding arising from or related to this Agreement will lie exclusively in the federal or state courts located in San Mateo County, California, and the parties consent to the exclusive jurisdiction of such court for any such action or proceeding.

7.6 Amendment; Entire Agreement. This Agreement may only be amended by written agreement of the parties. This Agreement contains the entire understanding of the parties relating to its subject matter and supersedes all prior and contemporaneous agreements, negotiations and understandings between the parties, both oral and written.

IN WITNESS WHEREOF, the parties enter into this Agreement as of the Effective Date.

“Licensor”

bebe studio, inc.

By: _____

Title: _____

Address: 860 E. Los Angeles St. St. 600

Telephone: 213 362-2301

Facsimile: 213 362-2300

“Licensee”

bebe stores, inc.

By: _____

Title: _____

Address: 400 Valley Drive

Telephone: (415) 715-3900

Facsimile: (415) 715-3939

Schedule A

“Marks” means the following trademarks, service marks, logos and trade names, provided, however, that the appearance and/or style of the Marks may vary from time to time as specified by bebe studio, inc. in its sole discretion without affecting this Agreement:

Mark	App Date	App No.	Reg. Date	Reg No.	Class
b and heart design	01/02/2001	78/041376	04/23/2002	2563834	IN 09
WISH	8/5/1996	75144807	12/11/2001	2517627	IN 03
BEBE	10/17/1998	73/757935	7/30/1991	1652462	IN 25
BEBE	10/31/1995	75/012867	02/18/1997	2038435	IN 42