

10-28-2003



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

102585449

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

1. Name of conveying party(ies): 102703
T.A.C. Group, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Massachusetts Corporation

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

2. Name and address of receiving party(ies)
Name: Kathleen Doxer
Internal
Address: _____
Street Address: 257 Nahatan Street
City: Newton State: MA Zip: 02459

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 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: 10/21/2003

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

B. Trademark Registration No.(s) _____
Please see continuation list

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Lisa Perusse Billone
 Internal Address: Goulston & Storrs, P.C.

 Street Address: 400 Atlantic Avenue

 City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: 29

7. Total fee (37 CFR 3.41).....\$ 740.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

OFFICE OF PUBLIC RECORDS
2003 OCT 27 PM 4 34
FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.
Lisa Perusse Billone
 Name of Person Signing Lisa Billone 10/22/2003
 Signature Date

Total number of pages including cover sheet, attachments, and document: 6

10/28/2003 LMUELLER 00000025 1442192
01 FC:0521 40.00 OP
02 FC:0522 700.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002852 FRAME: 0140

T.A.C. Group, Inc.

Continuation of Item 4

Mark	Reg. No
ALAIN GERARD (STYLIZED LETTERS)	1,442,192
BOMBACHA BY SWEET BABY JANE	1,720,382
CASH BACK NO FLAK	2,445,623
CECILY	1,054,745
DESIGN (TREE LOGO)	1,196,877
EJE (STYLIZED LETTERS)	1,057,697
EJE SEPARATES	1,154,035
EJE SEPARATES (AND CIRCLE DESIGN)	1,154,036
EJE SPORT (STYLIZED FORM)	1,356,880
EMILY MEYER	1,973,392
EMILY, JUST EMILY	992,881
FRUGAL FANNIE'S	1,802,380
FRUGAL FANNIE'S (AND DESIGN)	1,912,000
FRUGAL FOOTWEAR	2,282,661
FRUGAL'S	1,646,357
HENLEY	1,344,562
JASMINE TEAS	1,033,091
JE NE SAIS QUOI	2,109,911
JOHN MEYER	1,800,874
MALL STORE BUY OUT	2,329,539
PLAIN JANE	954,117
POUBELLE	2,220,456
ROSE HIPS	1,016,970
SILVERY MOON	2,109,910
SWEET BABY JANE	1,016,361
SWEET BABY JANE	1,971,481
THEY DON'T CALL ME FRUGAL FOR NOTHING	2,490,802
VERMONT DRY GOODS	1,617,697
WOW FASHION FLASH (AND DESIGN)	1,337,274

BILL OF SALE AND TRADEMARK ASSIGNMENT

WHEREAS, T.A.C. Group, Inc., d/b/a Frugal Fannie's Fashion Warehouse, a Massachusetts corporation (the "Assignor"), has adopted and used certain trademarks, trade names, logos, and service marks, as set forth on Exhibit 1 attached hereto (the "Marks"), and is the owner of certain other intellectual property defined below (collectively with the Marks, the "Intellectual Property"); and

WHEREAS, on April 24, 2003, the Assignor filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. § 101 *et seq.*, with the United States Bankruptcy Court for the District of Massachusetts;

WHEREAS, by Order dated July 31, 2003 (the "Order"), the Bankruptcy Court authorized the sale and assignment of the Marks and other Intellectual Property to TRTG, LLC or its nominee;

WHEREAS, after the issuance of the Order, TRTG, LLC changed its name to Retail Therapy LLC and nominated Kathleen Doxer (the "Assignee") to acquire the Marks and other Intellectual Property from the Assignor, which acquisition was effective as of August 3, 2003; and

WHEREAS, Assignor has agreed to execute this Bill of Sale and Trademark Assignment pursuant to the terms of the Order;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

Assignor does hereby assign, sell and transfer unto the Assignee, free and clear of all liens and other encumbrances, all right, title and interest in and to the following intellectual property (the "Intellectual Property"): (a) all customer mailing lists; (b) all inventions (whether patentable or unpatentable, and whether or not reduced to practice) and all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof; (c) all trademarks, service marks, trade dress, logos, trade names, and corporate names, including without limitation the Marks, together with (1) all translations, adaptations, derivations, and combinations thereof, (2) any and all applications, registrations, and renewals in connection therewith, (3) all goodwill associated therewith, and (4) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to such trademarks, service marks, trade dress, logos, trade names, and corporate names or any registrations thereof or such associated goodwill; (d) all copyrightable works, all copyrights, copyright registrations, and all applications and renewals in connection therewith; (e) all logos, mask works, and all applications, registrations and renewals in connection therewith; (f) all trade secrets

and confidential business information; (g) all inventions, ideas, improvements, research and development, know-how, technical knowledge, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and costs information, and business and marketing plans and proposals; (h) all computer software (including data and related documentation); (i) all formulae; (j) all intangible assets relating to web sites, URLs, and all other similar interests and proprietary rights of which the Assignor has any right of ownership or use; and (k) all copies and tangible embodiments thereof (in whatever form or medium).


Specifically excluded from the Intellectual Property are all U.S. common law and statutory rights in and to the following trademarks, all of which have been separately assigned to Judy's Group, Inc., a New York corporation, together with all logos, labels, promotional materials, art work, and designs used by Assignor in connection therewith, and the goodwill associated therewith: "John Meyer" (U.S. Reg. No. 935,535), "John Meyer (and design)" (U.S. Reg. No. 1,209,790), "John Meyer of Norwich" (U.S. Reg. No. 851,256), "Emily (stylized)" (U.S. Reg. No. 1,147,254), "Emily . . . Petites (stylized)" (U.S. Reg. No. 1,354,340), "Emily Petites (stylized)" (U.S. Reg. No. 1,356,848), and "Emily II" (U.S. Reg. No. 1,360,723).

Assignor hereby appoints each officer or other authorized representative of Assignee as Assignor's true and lawful attorney-in-fact ("Attorney-in-Fact"), with full power of substitution, for Assignor and in its name, place and stead and on its behalf and for its use and benefit to execute and deliver all documents and instruments in such form and with such substance and to take all actions on behalf of Assignor that such Attorney-in-Fact deems necessary, advisable or appropriate in order to transfer to and vest in Assignee all of the foregoing rights in the Marks and other Intellectual Property and to otherwise effectuate the sale and assignment set forth herein, including without limitation any filings with the U.S. Patent and Trademark Office that may be necessary to reflect Assignee's title to the Marks. Without limiting the foregoing, Assignee may file this Bill of Sale and Trademark Assignment in the U.S. Patent and Trademark Office without any notice to Assignor.

[Signatures on next page]


IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 21st day of October, 2003, to be effective as of August 3, 2003.

T.A.C. GROUP, INC.

By: 
Name: Orrin L. Doxer
Title: President

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF Norfolk)

On this the 21st day of October, 2003 before me appeared Orrin L. Doxer, the person who signed this instrument, who acknowledged that he is the President of T.A.C. Group, Inc. and that being duly authorized he signed such instrument as a free act on behalf of T.A.C. Group, Inc.


Notary Public
My commission expires:
MAY 22, 2009