

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amp 1, LLC		09/01/2004	limited liability company: GEORGIA

RECEIVING PARTY DATA	
Name:	David's Bridal, Inc.
Street Address:	1001 Washington Avenue
City:	Conshohocken
State/Country:	PENNSYLVANIA
Postal Code:	19428
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1675198	CURRIE-BONNER

CORRESPONDENCE DATA	
Fax Number:	(314)342-3066
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	314/342-4454
Email:	ip_group@may-co.com
Correspondent Name:	Carla A. Young Martin
Address Line 1:	611 Olive Street
Address Line 2:	Suite 1750
Address Line 4:	St. Louis, MISSOURI 63101

NAME OF SUBMITTER:	Sarah J. Westover
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Total Attachments: 4
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OP \$40.00 1675198

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is made as of this 15th day of September, 2004, by Amp 1, LLC, a Georgia limited liability company having a principal office at 1816-D Briarwood Industrial Court, Atlanta, Georgia 30329 ("AMP 1").

WITNESSETH:

WHEREAS, AMP 1, Melissa Sweet, Addison C. Palmore and David's Bridal, Inc., a Florida corporation ("Transferee"), have entered into an Agreement of Purchase and Sale of Assets, dated September 1, 2004, relating to the purchase by Transferee of certain assets of AMP 1 (the "Sale Agreement");

WHEREAS, all initial capitalized terms not defined in this Assignment shall have the same meaning ascribed to them in the Sale Agreement;

WHEREAS, pursuant to the Sale Agreement, AMP 1 agreed with Transferee to sell, assign and transfer all of AMP 1's right, title and interest in and to the Intellectual Property and Transferee agreed to accept the sale, assignment and transfer of the Intellectual Property; and

WHEREAS, AMP 1 desires to sell, assign and transfer all of AMP 1's right, title and interest in and to the Intellectual Property upon the terms hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, AMP 1, intending to be legally bound, does hereby agree with Transferee as follows:

1. Effective as of the date hereof, AMP 1 does hereby sell, assign, transfer and set over unto Transferee all of AMP 1's right, title and interest in and to the Intellectual Property, including without limitation the trademarks, trade names, and servicemarks listed on the attached Exhibit A, together with (a) all underlying registrations therefor, and all applications for registration therefor pending in the United States Patent and Trademark Office, and (b) all rights and remedies for any infringement of the Intellectual Property.

2. The representations, warranties, covenants, terms and conditions contained in the Sale Agreement and affecting the Intellectual Property shall apply with equal effect under this Assignment.

3. AMP 1 warrants and represents to Transferee that it has delivered copies of all documentation applying for, creating, evidencing and relating to, the Intellectual Property.

4. AMP 1 hereby represents and warrants to Transferee that it has taken all corporate action necessary in order to deliver this Assignment and to consummate the transactions herein contemplated. Each Person executing this document on behalf of AMP 1 and hereby represents and warrants that he has the authority to execute this Assignment and to bind AMP 1.

5. If any provision of this Assignment is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

6. This Assignment shall be governed by and construed in accordance with the laws of the state of Missouri, without giving effect to any conflicts of law rule or principle that might require the application of another jurisdiction. The exhibit attached hereto is incorporated herein by this reference.

7. This Assignment shall be binding upon AMP 1 and its successors and assigns and shall inure to the benefit of Transferee and its successors and assigns.

8. AMP 1 will be responsible for any and all taxes, fees and expenses assessed by any local, state or federal governmental agency or taxing authority including, without limitation, sales, use, privilege, net or gross receipt taxes which may be due on the Intellectual Property as a result of this Assignment.

9. AMP 1 warrants to Transferee that it is the lawful owner of the Intellectual Property, that the Intellectual Property is free from all encumbrances, and that AMP 1 has good and marketable title to the Intellectual Property and has the right to sell, convey, assign, transfer and deliver the Intellectual Property as herein provided. AMP 1 will hereafter do, execute, acknowledge and deliver all such further assignments, transfers, releases, assurances or other documents which may be necessary or proper to assure, confirm or evidence the title and interest of Transferee to the Intellectual Property. AMP 1 covenants to and agrees with Transferee that it and its successors and assigns shall warrant and defend Transferee's title to the Intellectual Property against the lawful claims and demands of all Persons.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date and year first above written.

AMP 1, LLC,
a Georgia limited liability company

By: 

Addison C. Palmore, Sole Member

STATE OF GEORGIA)
) SS.
COUNTY OF FULTON)

September 1, 2004

Then personally appeared the above-named Addison C. Palmore, the sole member of AMP 1, LLC, and acknowledged the foregoing instrument to be his/her free act and deed, and the free act and deed of AMP 1, LLC, before me.



Notary Public
My Commission expires:



EXHIBIT A

LIST OF INTELLECTUAL PROPERTY

Currie-Bonner

Currie-Bonner for Bridesmaids

Currie-Bonner

FOR BRIDESMAIDS