

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/25/2001

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bead Shop, LLP		06/10/2005	Limited Liability Partnership: WISCONSIN

RECEIVING PARTY DATA

Name:	M & G Partners, LLP
Doing Business As:	DBA The Bead Shop
Street Address:	4114 N. Oakland Avenue
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53211
Entity Type:	Limited Liability Partnership: WISCONSIN

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2832518	THE BEAD SHOP
Registration Number:	2795459	FASHION ANGELS
Registration Number:	2860807	FASHION ANGELS

CORRESPONDENCE DATA

Fax Number: (414)273-5198
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 414-273-3500
 Email: wbaxter@gklaw.com
 Correspondent Name: William K. Baxter
 Address Line 1: Godfrey & Kahn, S.C.
 Address Line 2: 780 N. Water Street
 Address Line 4: Milwaukee, WISCONSIN 53202

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NAME OF SUBMITTER:	William K. Baxter
Signature:	/William K. Baxter/
Date:	06/14/2005
Total Attachments: 2 source=BeadShopAssignment#page1.tif source=BeadShopAssignment#page2.tif	

NUNC PRO TUNC ASSIGNMENT


WHEREAS, The Bead Shop, LLP, a Wisconsin limited liability partnership (“Assignor”), owns all right, title, and interest in the United States and Foreign trademark registrations and applications listed on Schedule A attached hereto and all related common law rights, including the goodwill associated therewith, and owns all right, title and interest in the United States copyright registrations listed on Schedule A attached hereto and all related common law rights (the “Trademarks and Copyrights”);

WHEREAS, M & G Partners, LLP, d/b/a The Bead Shop, a Wisconsin limited liability partnership (“Assignee”), is desirous of acquiring any and all rights that Assignor may have throughout the world in and to the Trademarks and Copyrights and the applications and registrations therefor, together with the goodwill of the business with which the Trademarks are used and which is symbolized by the Trademarks, throughout the world, along with the right to recover damages and profits for any past and future infringements thereof.

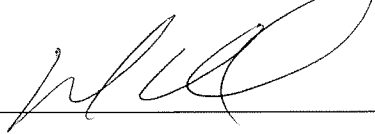
NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer unto Assignee all of Assignor’s rights, title, and interest in and to the Trademarks and Copyrights and any applications or registrations therefor, together with all common law rights therein, the goodwill of the business with which the Trademarks are used and which is symbolized by the Trademarks, throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for any past and future infringements thereof.

Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform any other acts reasonably deemed necessary by Assignee in order to vest all right, title, and interest in and to the Trademarks and Copyrights to Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate this Assignment.

THE BEAD SHOP, LLP



By: 
Name: Mark Miller
Title: Partner
Date: 6/10/2005

M & G PARTNERS, LLP

By: 
Name: Mark Miller
Title: Partner
Date: 6/10/2005

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE
	72/006,916	08/09/2001	2,832,518	04/13/2004
	76/277,272	06/25/2001	2,795,459	12/16/2003
FASHION ANGELS	76/370,677	02/12/2002	2,860,807	07/06/2004

FOREIGN TRADEMARK APPLICATIONS

MARK	COUNTRY	APPLN. NO.	FILING DATE	REG. NO.	REG. DATE
FASHION ANGELS	Europe (CTM)	3,082,401	04/03/2003		

U.S. COPYRIGHT REGISTRATIONS

COPYRIGHT	REG. NO.	REG. DATE
FASHION ANGEL - BEBE	VA 1-144-742	11/14/2001
FASHION ANGEL - DEBO	VA 1-123-393	11/14/2001
FASHION ANGEL - IZZY	VA 1-123-395	11/14/2001
FASHION ANGEL - LULU	VA 1-123-394	11/14/2001

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