

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Calzaturificio Cherie S.p.A.		08/23/2005	CORPORATION: ITALY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	G+G Retail, Inc.		
<b>Street Address:</b>	520 8th Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1301774	LOLA	
<b>Registration Number:</b>	2463053	LOLA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)801-6400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	turkoj@gtlaw.com		
<b>Correspondent Name:</b>	Lorenzo Borgogni		
<b>Address Line 1:</b>	200 Park Avenue		
<b>Address Line 2:</b>	Greenberg Traurig, LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>NAME OF SUBMITTER:</b>	Jessica L. Turko		
<b>Signature:</b>	/jessica l. turko/		
<b>Date:</b>	08/23/2005		
<b>Total Attachments: 3</b>			

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EXECUTION VERSION

TRADEMARK PURCHASE AGREEMENT

This TRADEMARK PURCHASE AGREEMENT (this "Agreement") is made as of the 23<sup>rd</sup> day of August, 2005, by and among **Calzaturificio Cherie S.p.A.**, a corporation organized under the laws of the Republic of Italy, having its principal office at Via Macerata n. 326, 62015 Monte San Giusto (MC), Italy (the "Seller"), and **G+G Retail, Inc.**, a corporation organized under the laws of the State of Delaware, having its principal office at 520 8<sup>th</sup> Avenue, New York, NY 10018 (the "Buyer").

WITNESSETH:

WHEREAS, the Seller is the sole owner of all right, title, and interest in and to the trademark LOLA and Design set forth on Exhibit A hereto and all variations thereof, and all federal and state applications, registrations, and filings thereof and related common law rights in the United States (the "Territory"), including, without limitation, the registrations set forth in Exhibit B hereto (collectively, the "Trademarks"); and

WHEREAS, the Seller desires to sell and assign to the Buyer, and the Buyer desires to purchase and assume from the Seller, all right, title, and interest in and to the Trademarks and all of the goodwill associated with the Trademarks, for use and registration by the Buyer in the Territory, upon the terms and subject to the conditions hereinafter set forth;

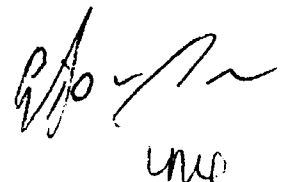
NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Buyer and the Seller agree as follows:

1. Purchase and Sale; Payment.

1.1. Purchase and Sale. Upon the terms and subject to the conditions hereof, the Seller hereby sells, assigns, transfers, conveys and delivers to the Buyer, and the Buyer hereby purchases, agrees to pay for and accepts from the Seller, all rights, title and interest of the Seller in and to the Trademarks, whether now existing or hereafter acquired, whether known or unknown, together with all of the goodwill associated therewith (collectively, the "Purchased Assets"). The sale, assignment, transfer, conveyance and delivery of the Purchased Assets hereby shall be free and clear of all Liens (as defined in Section 2.4). Without limiting the generality of the foregoing, the Purchased Assets shall include, as the same exist on the Closing Date (as defined in Section 5.1):

1.1.1. the goodwill and going concern value and other intangible assets relating to the Purchased Assets, if any, of the Seller;

1.1.2. all of the Seller's documents and certificates relating to all state and federal applications and/or registrations for the Trademarks in the Territory, and all documents in the Seller's possession necessary for the Buyer to produce the design elements of the Trademarks whether held by the Seller or any agents of the Seller;

Handwritten signature and initials, possibly "G+G" and "RTO".

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date and year first above written.

**SELLER:**

Calzaturificio Cherie S.p.A.  
Calzaturificio **CHERIE** SpA  
By: [Signature]  
In Administrative Delegation

Name: Rivstozzi Decio  
Title: AMMINISTRATORE DELEGATO

**BUYER:**

**G+G Retail, Inc.**

By: [Signature]  
Name: Melanie Cox  
Title: CEO

[Signature Page To Trademark Purchase Agreement]

**EXHIBIT B**

<b>MARK</b>	<b>COUNTRY</b>	<b>(SERIAL NO./ REG. NO.)</b>	<b>(FILING DATE/REG. DATE)</b>	<b>CLASS</b>	<b>GOODS</b>
LOLA (and Design)	United States	1,301,774	October 23, 1984	25	Shoes for men, women and children.
LOLA (and Design)	United States	2,463,053	June 26, 2001	25	Clothing, namely, evening dresses, jackets, suits, skirts, trousers (pants), dresses, overcoats, topcoats, capes, raincoats, cardigans, sweaters, waistcoats/vests, open-necked shirts, sport shirts, blouses, polo shirts, shirts, footwear – shoes, boots, sandals and slippers.