

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
The Tog Shop, Inc.		08/01/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Vera Company, LLC
Street Address:	22 Westfair Court, NE
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	Limited Liability Company: GEORGIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1460109	PRIMA VERA
Registration Number:	1205491	VERA
Registration Number:	683332	VERA
Registration Number:	1122784	VERA
Registration Number:	896548	VERA
Registration Number:	1309046	VERA
Serial Number:	76250321	VERATERRY

CORRESPONDENCE DATA

Fax Number: (404)873-8729
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404.873.8728
 Email: scott.taylor@agg.com
 Correspondent Name: Arnall Golden Gregory LLP
 Address Line 1: 171 17th Street, NW
 Address Line 2: Suite 2100

CH \$190.00 1460109

Address Line 4: Atlanta, GEORGIA 30363

NAME OF SUBMITTER:	Scott E. Taylor, Esq.
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Signature:	/Scott E. Taylor, Esq./
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Date:	08/25/2005
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TRADEMARK AND TRADE NAME ASSIGNMENT

THIS TRADEMARK AND TRADE NAME ASSIGNMENT (hereinafter referred to as "Assignment") is, effective as of the 1st day of August, 2005, by and between **THE TOG SHOP, INC.**, a Delaware corporation (hereinafter referred to as "ASSIGNOR"), and **THE VERA COMPANY, LLC**, a Georgia limited liability company (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR owns and has used various trademarks, trade names and corporate names, including, but not limited to, the names listed on the attached Schedule A (collectively, "the Marks");

WHEREAS, ASSIGNOR has acquired good will associated with and symbolized by the Marks and has used the Marks without abandoning the same;

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Marks worldwide; and

WHEREAS, ASSIGNOR is willing to relinquish all right, title and interest that it may have in and to the Marks and to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Marks worldwide.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all right, title, and interest as ASSIGNOR may possess in and to the Marks together with the goodwill of the businesses in connection with which the Marks are used and which is symbolized by said Marks, along with the right to recover for damages and profits for past infringements thereof.

ASSIGNOR agrees to execute and deliver at the request of ASSIGNEE, all papers, instruments, and assignments, and to perform any other reasonable acts the ASSIGNEE may require in order to vest all ASSIGNOR's rights, title, and interest in and to the Marks in the ASSIGNEE and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the ASSIGNEE, to the extent such evidence is in the possession or control of ASSIGNOR.

ASSIGNOR

THE TOG SHOP, INC. --

G. Carl Tott Pres.

By: G. Carl Tott, President

Date: 8-1-05

ASSIGNEE

THE VERA COMPANY, LLC

By: Susan G. Seid, Manager

Date: _____

ASSIGNOR

THE TOG SHOP, II IC.

By: G. Cari Tott, President

Date: _____

ASSIGNEE

THE VERA COMPANY, LLC

Susan G. Sait

By: Susan G. Sait, Manager

Date: August 1, 2005