

**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>
Kate Somerville		05/08/2007	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kate Somerville Holdings, LLC		
<b>Street Address:</b>	451 Jackson Street		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94111		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3173256	KATE SOMERVILLE	
<b>Registration Number:</b>	3156768	KATE SOMERVILLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	714-540-1235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	029201-0038		
<b>NAME OF SUBMITTER:</b>	Anna T Kwan		
<b>Signature:</b>	/Anna T Kwan/		
<b>Date:</b>	05/24/2007		

OP \$65.00 3173256

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

**THIS ASSIGNMENT**, effective as of May 8, 2007, is by and between Kate Somerville Holdings, LLC, a Delaware limited liability company ("Assignee"), and Kate Somerville ("Assignor").

**WHEREAS**, Assignor is the sole and exclusive owner of the unencumbered right, title, and interest in and to the mark "Kate Somerville," including without limitation the trademark(s) and/or trademark application(s) identified in Schedule A hereto and any common law and foreign rights therein (hereinafter "Trademarks"), the goodwill of the business associated therewith and symbolized thereby, and all rights appurtenant thereto; and

**WHEREAS**, Assignor desires to transfer their right, title and interest in and to said Trademarks to Assignee and Assignee desires to acquire Assignor' right, title, and interest in and to said Trademarks, the goodwill of the business associated therewith and symbolized thereby, and all rights appurtenant thereto;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intention of being legally bound hereby:

1. Assignor hereby irrevocably grants, sells, transfers, conveys, assigns and set over to Assignee, its successors and assigns, free of all encumbrances, the entire right, title, and interest in perpetuity in and to the Trademarks in the United States and worldwide, including: (a) the goodwill of the business associated with and symbolized by said Trademarks and that portion of Assignor' business which pertains to any pending intent-to-use applications filed pursuant to Section 1(b) of the United States Trademark Act (15 U.S.C. § 1051, *et seq.*), (b) all rights appurtenant thereto, including, but not limited to, (i) all registrations, applications, domain names, and common law trademark rights, if any, all rights to apply for and rights of priority to apply for registration, all related past, present and future causes of action, whether asserted or not, all of which are directly related to said Trademarks, (ii) the right to enforce the rights to said Trademarks through oppositions or other legal or administrative proceedings, (iii) the rights to all income derived from said Trademarks, including the right to all unpaid royalties with respect to the use of any such Trademarks, and (iv) any and all interests, claims, and rights for damages, profits, and other awards by reason of any past infringement, unauthorized use, dilution, misappropriation, or other violation of the Trademarks, false designations of origin, unfair competition, deceptive trade practices and/or dilution related to the Trademarks, use of confusingly similar marks or names by others, and all other related causes of action, and the right to sue therefore, for Assignee's own use and behalf and for the use and behalf of its successors and assigns or other legal representatives; said Trademarks to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

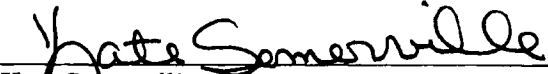
2. Assignor hereby covenants with Assignee that Assignor is the sole and exclusive lawful owner of the aforesaid rights, and that Assignor has good right to sell and transfer the same to Assignee.

3. Assignor agrees, at the request and expense of Assignee, to perform such proper additional acts, and to execute such additional documents, (a) as are deemed reasonably necessary by Assignee or by the governmental agencies having jurisdiction over said Trademarks to effect the transfer of all of Assignor's right, title and interest in and to the Trademarks and the rights appurtenant thereto to Assignee, its successors and assigns, (b) for maintaining and perfecting the

Assignee's rights to the Trademarks, and (c) as may be or become reasonably necessary for obtaining, maintaining, or protecting said Trademarks. In furtherance thereof, Assignor hereby authorizes such governmental agencies to identify Assignee as the owner of all registered trademarks issuing from applications pending among said Trademarks.

**IN WITNESS WHEREOF**, Assignor and Assignee executed this Assignment on the date(s) set forth above.

KATE SOMERVILLE

  
\_\_\_\_\_  
Kate Somerville

KATE SOMERVILLE HOLDINGS, LLC

By: \_\_\_\_\_  
Name:  
Title:

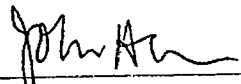
Assignee's rights to the Trademarks, and (c) as may be or become reasonably necessary for obtaining, maintaining, or protecting said Trademarks. In furtherance thereof, Assignor hereby authorizes such governmental agencies to identify Assignee as the owner of all registered trademarks issuing from applications pending among said Trademarks.

IN WITNESS WHEREOF, Assignor and Assignee executed this Assignment on the date(s) set forth above.

KATE SOMERVILLE

\_\_\_\_\_  
Kate Somerville

KATE SOMERVILLE HOLDINGS, LLC

By:   
Name:  
Title:

## **SCHEDULE A**

### **TRADEMARKS AND TRADEMARK APPLICATIONS**

Mark: Kate Somerville  
Registration No.: 3,173,256  
Serial No.: 78-612,321  
International Class: 3

Mark: Kate Somerville  
Registration No.: 3,156,768  
Serial No.: 78-612,329  
International Class: 44