

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
Rue De France, Inc.		04/18/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Latour Designs, LLC		
Street Address:	20 Willow Street		
City:	Newport		
State/Country:	RHODE ISLAND		
Postal Code:	02840		
Entity Type:	LIMITED LIABILITY COMPANY: RHODE ISLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1789451	RUE DE FRANCE	
CORRESPONDENCE DATA			
Fax Number:	(804)698-2230		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jpeyton@mcguirewoods.com		
Correspondent Name:	Janet P. Peyton		
Address Line 1:	901 East Cary Street		
Address Line 2:	One James Center		
Address Line 4:	Richmonde, VIRGINIA 23219		
NAME OF SUBMITTER:	Douglas B. Smith		
Signature:	/Douglas B. Smith/		
Date:	07/30/2007		

OP \$40.00 1789451

Total Attachments: 8
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LV Contract
File Copy

ASSET SALE AGREEMENT

This Asset Sale Agreement (this "Agreement") is made as of April 18th, 2007 (the "Effective Date"), by and among Rue de France, Inc., a Delaware company (the "Seller"), and Latour Designs, LLC, a Rhode Island limited liability company (the "Buyer").

WHEREAS, Seller is willing to convey Data (as defined below), transfer the Domain Name (defined below) and Registered Trademark (defined below) (the Data, Domain Name and Registered Trademark shall hereby be referred to as "Assets") to Buyer, subject to the following terms and conditions.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Sale of Data.** The "Data" to be transferred pursuant to this Agreement shall include the list of names and in a format identified on Schedule A.
2. **Transfer of Domain Name and Registered Trademark.** On the terms and subject to the conditions set forth herein, Seller will assign and convey to Buyer all right, title and interest in and to the Domain Name, the content of the web site located at URL www.ruede france.com and the trademark attached as Schedule B ("Registered Trademark") and shall execute any registrant name change agreement or other document necessary to transfer the Domain Name and Registered Trademark to Buyer.
3. **Purchase Price.** The Buyer shall pay Seller Twenty Thousand and 00/100 Dollars (\$20,000.00) ("Purchase Price") for the Assets.
4. **Warranties and Disclaimers.** Seller represents and warrants that Seller has no knowledge of any pending or threatened claim by any third party alleging that the Assets infringe or misappropriate the intellectual property rights of such third party. Seller and Buyer acknowledge that the Seller licensed the Data to Lillian Vernon Corporation prior to the date of this Agreement and that this Agreement does not alter the rights licensed to Lillian Vernon. Except for the foregoing express warranty, the Assets are sold "as is" without any warranties, express or implied. Without limitation of this disclaimer, Seller specifically does not warrant that use of the Assets will enable Buyer to increase its revenues or that use of the Assets will not cause any loss, damage, or injury.
5. **Confidentiality.** Each party acknowledges and agrees that it will have access to or will be exposed to, directly or indirectly, confidential information of the other party as a result of the parties' interaction pursuant to this Agreement.
 - (a) **Scope of Confidential Information.** "Confidential Information" includes information, knowledge, and data that are proprietary to one of the parties or a trade secret of one of the parties. Confidential Information may be embodied in a tangible medium, whether hard copy or electronic, or it may be entirely intangible, such as information that is communicated orally or observed. Whether materials bear a notice identifying them as "confidential" or

"proprietary" shall not be determinative as to whether such materials constitute or incorporate Confidential Information. Confidential Information shall include, but not be limited to, the Data, the terms and conditions of this Agreement, all information relating to each party's business operations, including each party's computer and manufacturing systems, personnel, products and product plans, designs, processes, customers, sources of supply, costs, finances, marketing plans, business opportunities, research and development, and any other information relating to a party's business operations and activities.

(b) **Prohibition against Disclosure.** A party receiving another party's Confidential Information agrees to use reasonable care to prevent the unauthorized use, disclosure, publication, or dissemination of the Confidential Information. In no event shall the standard of care exercised by a Receiving Party in protecting the confidentiality of the other party's Confidential Information be less than the same degree of care that the Receiving Party uses to protect its own confidential and proprietary information of similar importance. A party receiving the other party's Confidential Information may not disclose such information to any third party, except as authorized by this Agreement. The Receiving Party may disclose the other party's Confidential Information to its employees and agents who require access to such information on a need-to-know basis, provided that such individuals are advised of the confidential nature of the information and the Receiving Party's confidentiality obligations with respect thereto. The Receiving Party may also disclose the other party's Confidential Information if required by any judicial or governmental request, requirement, or order, provided that the Receiving Party will, to the extent practicable under the circumstances, take reasonable steps to give the Disclosing Party sufficient notice of the request, requirement, or order, prior to the disclosure, to allow the Disclosing Party an opportunity to act to protect the confidentiality of its Confidential Information.

(c) **Prohibition against Use.** A party receiving the other party's Confidential Information shall not use the Confidential Information for its own benefit or for the benefit of any third party, or for any purpose other than the fulfillment of its obligations under this Agreement or as expressly permitted by this Agreement.

6. **General Provisions.**

(a) **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered to the following addresses, or to such other address as a party may designate by notice hereunder, by registered mail, by hand, or by express delivery service.

If to Seller: Rue de France, Inc.
2600 International Parkway
Virginia Beach, VA 23452
Attention: Chief Financial Officer

If to Buyer: Latour Designs, LLC
20 Willow Street
Newport, RI 02840
Attention: Pam Kelley

Notices delivered in accordance with this provision shall be deemed effective on the date delivered.

(b) **Governing Law and Choice of Forum.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws rules. The parties agree that any action, suit, or proceeding based upon any matter, claim, or controversy arising hereunder or related hereto shall be brought exclusively in the federal or state courts located in Norfolk, Virginia. The parties consent to the jurisdiction and venue of such courts, and waive any objections to the jurisdiction or venue of such courts.

(c) **Assignment.** This Agreement, and the rights and obligations hereunder, are personal to Buyer, and Buyer may not assign this Agreement without the written consent of Seller, which consent may be withheld in Seller's sole discretion. Any purported assignment by a Buyer, without Seller's consent, shall be void and unenforceable.

(d) **No Waiver.** The failure of any party to insist upon strict performance of any of the terms or provisions of this Agreement, or the exercise of any option, right, or remedy contained herein, shall not be construed as a waiver of any future application of such term, provision, option, right, or remedy, and such term, provision, option, right, or remedy shall continue and remain in full force and effect.

(e) **Integration and Amendment.** The terms and provisions of this Agreement constitute the entire agreement between the parties with respect to the matters described herein and supersede all previous communications, negotiations, proposals, representations, conditions, or agreements, whether written or oral, relating thereto. This Agreement may not be modified or amended except in a writing signed by a duly authorized officer or representative of each party.

(f) **Severability.** If any term or provision of this Agreement is declared void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity or enforceability of the remaining terms or provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

(g) **Headings.** The section headings contained in this Agreement are inserted solely for convenience and reference purposes, and they shall not affect the meaning or interpretation of the Agreement.

(h) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be considered one instrument.

(i) **Attorney Fees and Costs.** Buyer and Seller shall pay its own costs incurred in this transaction. Buyer shall pay any costs to file transfer documents for the Domain Name and Registered Trademark.

IN WITNESS WHEREOF, the parties have caused this Asset Sale Agreement to be executed by their duly authorized officers as of the date first written above.

Seller:

Buyer:

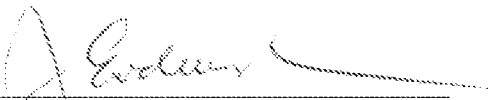
Rue de France, Inc.

Latour Designs, LLC

By: _____

Name: _____

Title: _____



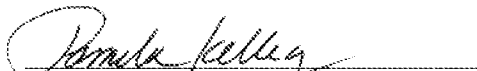
ROBERT J. EVELEIGH

CHIEF FINANCIAL OFFICER

By: _____

Name: _____

Title: _____



PAMELA KELLEY

Managing Partner

**Schedule A
Licensed Data**

Entire Customer List of Rue de France on the attached disc in the attached file layout

Schedule B
Registered Trademark and Domain Name

Registered Trademark

Int. Cls.: 24, 26 and 42

Prior U.S. Cls.: 42 and 101

Reg. No. 1,789,451

United States Patent and Trademark Office Registered Aug. 24, 1993

TRADEMARK
SERVICE MARK
PRINCIPAL REGISTER

Rue de France

RUE DE FRANCE, INC. (RHODE ISLAND)
CORPORATION
75 BRANDES STREET
NEW YORK, NY 10010

FOR HOME DECORATION ACCESSORIES,
NAMELY, CUPDAYS AND FABRICS, IN
CLASS 24 AND CL. 42.

FIRST USE 2-6-1992, IN COMMERCE
2-6-1992.

FOR LACE YARDAGE, IN CLASS 26 (I.E.
CL. 42).

FIRST USE 1-0-1992, IN COMMERCE
1-0-1992.

FOR RETAIL STORE SERVICES SPECIAL-
IZING IN THE SALE OF HOME DECORATIVE
ACCESSORIES, IN CLASS 42 (I.E. CL. 101).

FIRST USE 2-6-1991, IN COMMERCE
7-6-1997.

THE ENGLISH TRANSLATION OF THE
WORD "RUE DE FRANCE" IN THE MARK IS
"STREET OF FRANCE"

SR. NO. 14-09, 89, FILED 7-9-1992.

PAUL KRUSE, EXAMINING ATTORNEY

Domain Name

the WHOIS database ... <http://www.networksolutions.com/whois/index.jsp> ... reports it as follows:

Registrant:

Rue De France
28 Jacome Way
Middletown, RI 02842
US

Domain Name: RUEDEFRANCE.COM

Administrative Contact , Technical Contact :

DelPonte, Gary
design@bottomfeeder.com
23 Crescent Avenue
Riverside, RI 02915
US
Phone: 401-437-0961
Fax: (401) 433-0297

Record expires on 26-May-2008

Record created on 27-May-1996

Database last updated on 28-Jun-2006

Domain servers in listed order:

[NS1.SECURE.NET](#)

[NS2.SECURE.NET](#)

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

PAMELA F. KELLEY
BRENDAN P. KELLEY
20 WILLOW STREET
NEWPORT, RHODE ISLAND 02840

BANK OF NEWPORT
NEWPORT, RI 02840

57-7464/2115

9002

Pay to the
Order of

Lillian Vernon Corporation
Twenty Thousand and ⁰⁰/₁₀₀

Date *5/29/07*
\$ 20,000.00 Dollars

COPY

Pamela Kelley

6035710 76

memo

⑆ 211574642⑆ 0010 73063⑈ 9002

⑆ SECURITY FEATURES INCLUDED. DETAILS ON BACK. ⑆