

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Assignment Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Monarchy, LLC		08/14/2007	LIMITED LIABILITY COMPANY: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	M Acquisition Corporation
<b>Street Address:</b>	101 N. Wacker Drive
<b>Internal Address:</b>	23rd Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	78904039	GARDEN OF EARTHLY DELIGHTS
Serial Number:	77155439	LOVE & HATE TATTOO
Serial Number:	77133485	MANCHESTER ESCAPES
Serial Number:	78962743	M MONARCHY
Serial Number:	77109325	M MONARCHY
Registration Number:	3131717	MONARCHY

**CORRESPONDENCE DATA**

Fax Number: (917)777-4104  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2127353000  
 Email: mmcguire@skadden.com  
 Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP  
 Address Line 1: Four Times Square  
 Address Line 4: New York, NEW YORK 10036

**TRADEMARK**

**900092391**

**REEL: 003664 FRAME: 0656**

**CH \$165.00 78904039**

ATTORNEY DOCKET NUMBER:	264050/43
NAME OF SUBMITTER:	Anita Sinha
Signature:	/S. Anita Sinha/
Date:	11/20/2007
Total Attachments: 7 source=IP assignment#page1.tif source=IP assignment#page2.tif source=IP assignment#page3.tif source=IP assignment#page4.tif source=IP assignment#page5.tif source=IP assignment#page6.tif source=IP assignment#page7.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This ASSIGNMENT (the "Assignment") is made as of August 14, 2007 (the "Effective Date") between Monarchy, LLC, a California limited liability company (as successor in interest to Monarchy, a California general partnership) having a place of business at 244 Porter Street, #M, Los Angeles, California 90021 ("Seller"), and M Acquisition Corp., a Delaware corporation having a place of business at 101 N. Wacker Drive, 23<sup>rd</sup> Floor, Chicago, Illinois 60606 ("Buyer").

WHEREAS, Seller and Buyer are parties to a Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among Buyer, Hartmarx Corporation, a Delaware corporation (solely for purposes of Article III and Section 6.15 of the Purchase Agreement), Seller, Eric Kim, and Hyung Tae Kim.

WHEREAS, Seller is the owner of Intellectual Property, as such term is defined in the Purchase Agreement, and other intangible assets (which is being assigned with the business to which such Intellectual Property and other intangible assets pertain, which business is ongoing and existing) including without limitation the trade names, domain names, and trademarks and applications therefore and registrations thereof listed on Appendix I, together with the goodwill associated therewith and common law rights thereto throughout the world (collectively, the "Assigned Intellectual Property").

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell, assign, transfer, convey and deliver to Buyer all of Seller's rights, title and interest in and to the Assigned Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the premises and the covenants, agreements, representations and warranties contained herein and in the Purchase Agreement, intending to be legally bound hereby, the parties do hereby agree as follows:

1. Seller does hereby irrevocably assign, transfer, set over, and deliver to Buyer and its successors and assigns, and Buyer hereby accepts, all of Seller's rights, title, and interests in and to the Assigned Intellectual Property, together with (i) all income, royalties, damages, claims, and payments now or hereafter due or payable with respect to the Assigned Intellectual Property, (ii) all causes of action (either in law or in equity), claims and demands or other rights for, or arising from any infringement, dilution, unfair competition, or other violation, including past infringement, dilution, unfair competition, or other violation, of the Assigned Intellectual Property, and (iii) all rights corresponding thereto throughout the world. The Assigned Intellectual Property is being assigned with the business to which the Assigned Intellectual Property pertains, which business is ongoing and existing.

2. Seller shall without further consideration, cause to be performed such lawful acts, and to execute such further assignments and other lawful documents, as Buyer may reasonably request to perfect or record Buyer's right, title and interest in and to the Assigned Intellectual Property worldwide, and to carry out and fulfill the purposes and intent of this Assignment, including, but not limited to, executing all documents necessary to record in the name of Buyer the assignment of any of the Assigned Intellectual Property with the Commissioner of Patents and Trademarks, and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar).

3. With respect to any Assigned Intellectual Property consisting of Internet domain names, Seller shall cooperate with Buyer to transfer (or cause to be transferred) such Internet domain names electronically from Seller's (or the applicable record owners' and/or administrative contacts') account to Buyer's account as quickly as reasonably practicable (such that Buyer can be listed as the registrant of the Domain Names in the WHOIS database). Seller further agrees: (i) to (and to cause the applicable record owners and/or administrative contacts to) complete, execute, notarize (as necessary), and deliver at any future date any additional documents that are reasonably necessary to perfect the Buyer's ownership of such Internet domain names including, but not limited to, any transfer documents required by a domain name registrar; and (ii) to (and to cause the applicable record owners and/or administrative contacts to) generally provide all further cooperation, including taking such further action and executing such additional documents, which Buyer, its successors and assigns reasonably request to secure, obtain or enforce proper protection for such domain names and all associated rights in this or any foreign country.

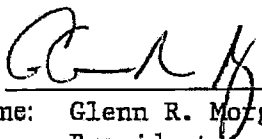
4. Seller and Buyer hereby authorize and request the Commissioner of Patents and Trademarks, the applicable Internet domain name registration authority, and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Buyer as the owner of the Assigned Intellectual Property (as applicable), and to issue any and all Assigned Intellectual Property (as applicable) to Buyer, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Buyer, its successors, assigns or other legal representatives. Buyer shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned Intellectual Property.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Seller and Buyer have caused this Assignment to be executed and delivered by their duly authorized officers as of the date first set forth above.

**BUYER**  
M Acquisition Corp.

**SELLER**  
Monarchy, LLC

By   
Name: Glenn R. Morgan  
Title: President

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

*[Signature Page to Intellectual Property Assignment Agreement]*

IN WITNESS WHEREOF, the Seller and Buyer have caused this Assignment to be executed and delivered by their duly authorized officers as of the date first set forth above.

**BUYER**  
M Acquisition Corp.

**SELLER**  
Monarchy, LLC

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

By  \_\_\_\_\_  
Name: Eric Kim  
Title: President

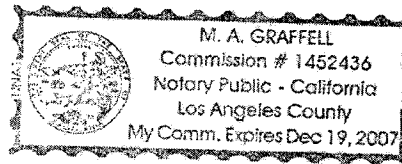
*[Signature Page to Intellectual Property Assignment Agreement]*

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF LOS ANGELES )

I, a notary public, in and for the county and state aforesaid, do hereby certify that ERIC JOHN KIM, known to me to be the PRESIDENT of Monarchy, LLC and acknowledged that he signed the above and foregoing instrument as his free and voluntary act, on behalf of MONARCHY LLC

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 14<sup>th</sup> day of AUGUST, 2007.

M. A. Graffell  
Notary Public



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, a notary public, in and for the county and state aforesaid, do hereby certify that \_\_\_\_\_, known to me to be the \_\_\_\_\_ of M Acquisition Corp. and acknowledged that he signed the above and foregoing instrument as his free and voluntary act, on behalf of \_\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public

STATE OF CALIFORNIA            )  
  ) SS.  
COUNTY OF LOS ANGELES        )

I, a notary public, in and for the county and state aforesaid, do hereby certify that \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Monarchy, LLC and acknowledged that he signed the above and foregoing instrument as his free and voluntary act, on behalf of \_\_\_\_\_.

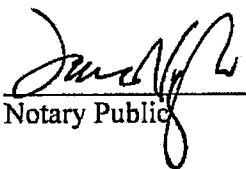
IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

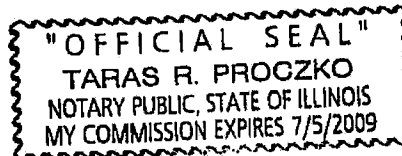
\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS                )  
  ) SS.  
COUNTY OF COOK                 )

I, a notary public, in and for the county and state aforesaid, do hereby certify that Glenn R. Morgan, known to me to be the President of M Acquisition Corp. and acknowledged that he signed the above and foregoing instrument as his free and voluntary act, on behalf of said M Acquisition Corp.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 14th day of August, 2007.

  
\_\_\_\_\_  
Notary Public





**Appendix I**

**Trademarks**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Registration No. (App. No.)</b>	<b>Registration Date (App. Date)</b>	<b>Record Owner</b>	<b>Status/ Comments</b>
United States	GARDEN OF EARTHLY DELIGHTS	(78/904,039)	(6/8/2006)	Monarchy, LLC	Pending
United States	LOVE & HATE TATTOO	(77/155,439)	(4/12/2007)	Monarchy, LLC	Pending
United States	MANCHESTER ESCAPES	(77/133,485)	(3/16/2007)	Monarchy, LLC	Pending
United States	M MONARCHY	(78/962,743)	(8/29/2006)	Monarchy, LLC	Pending
United States	M MONARCHY and Design	(77/109,325)	(2/16/2007)	Monarchy, LLC	Pending
United States	MONARCHY	3,131,717	8/22/2006	Monarchy, LLC	Registered

**Domain Name**

<b>Domain</b>	<b>Registrant</b>	<b>Reg. Date</b>	<b>Exp. Date</b>	<b>Registrant Address</b>	<b>Admin. Address</b>
monarchycollection.com	Monarchy Inc	1/19/2005	1/19/2008	746 Kohler Los Angeles, CA 90021	Eric Kim 746 Kohler Los Angeles, CA 90021