

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Serena & Lily

- Individual(s)
- General Partnership
- Corporation- State: California
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) December 31, 2006

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Serena & Lily, LLC

Internal Address: _____

Address: _____

Street Address: 10 Liberty Ship Way, #350

City: Sausalito

State: California

Country: USA Zip: 94965

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship USA/California

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

78829916, 78831007

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Audrey I. Baker

Internal Address: Stein & Lubin LLP

Street Address: 600 Montgomery Street, Suite 1400

City: San Francisco

State: California Zip: 94111

Phone Number: 415-981-0550

Fax Number: 415-981-4343

Email Address: abaker@steinlubin.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 200.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1841
Expiration Date 5/2008

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Audrey I. Baker attorney in fact
Signature

11-27-07
Date

Audrey I. Baker, attorney in fact

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 2

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$65.00 78829916

ASSIGNMENT AGREEMENT

This Assignment Agreement ("**Assignment**") is made as of December 31, 2006, by and between Serena & Lily, a California corporation with its principal office located at 475 Gate Road, Suite 115, Sausalito, California ("**Assignor**"), and Serena & Lily, LLC, a California limited liability company with its principal office located at 475 Gate Road, Suite 115, Sausalito, California ("**Assignee**").

RECITALS

A. Assignor has adopted, used and is using the word marks (i) SERENA & LILY, for which an application for registration has been filed in the United States Patent and Trademark Office ("**USPTO**"), Serial No. 78829916, dated March 6, 2006 (the "**First Trademark**") and (ii) SERENA & LILY (word mark with design plus words, letters and/or numbers), for which an application for registration has been filed with the USPTO, Serial No. 78831007, dated March 7, 2006 (the "**Second Trademark**;" and together with the First Trademark, the "**Trademarks**"); and

B. Assignor desires to transfer, and Assignee desires to acquire, all of Assignors rights in and to the Trademarks.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

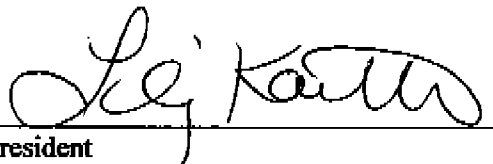
1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the above-referenced applications for registration thereof, with the goodwill attaching to said Trademarks, and with the right to recover for past infringement of said Trademarks.

2. Assignee hereby accepts the assignment and transfer of all of Assignor's right, title and interest in and to the Trademarks, together with the above-referenced applications for registration thereof, with the goodwill attaching to said Trademarks, and the right to recover for past infringement of said Trademarks.

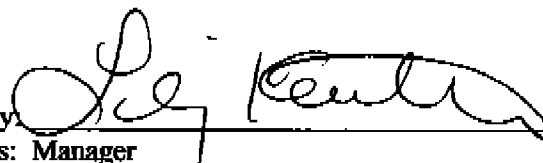
3. This Assignment may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original but which taken together shall constitute one and the same Assignment.

IN WITNESS WHEREOF, the undersigned have executed this Assignment, effective as of the date first above written.

ASSIGNOR: SERENA & LILY, a California corporation

By: 
Its: President

ASSIGNEE: SERENA & LILY, LLC, a California limited liability company

By: 
Its: Manager