

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
I LOVE SHOES, LLC		12/21/2007	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Miguel Sampaio		
<b>Street Address:</b>	123 Grove Street		
<b>City:</b>	Tarrytown		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10591		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2646852	I LOVE SHOES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)850-6221		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 850-6230		
<b>Email:</b>	tfitzgerald@lathropgage.com		
<b>Correspondent Name:</b>	Thomas J. FitzGerald		
<b>Address Line 1:</b>	230 Park Avenue		
<b>Address Line 2:</b>	1847		
<b>Address Line 4:</b>	New York, NEW YORK 10169		
<b>ATTORNEY DOCKET NUMBER:</b>	456221		
<b>NAME OF SUBMITTER:</b>	Thomas J. FitzGerald		
<b>Signature:</b>	/thomas j. fitzgerald/		

CH 2646852 \$40.00

Date:

12/21/2007

**Total Attachments: 8**

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**TRADEMARK  
PURCHASE AND ASSIGNMENT AGREEMENT**

THIS AGREEMENT ("Agreement") is made as of 12/21/07 (the "Effective Date"), between Mr. Miguel ~~Sanpato~~<sup>SAMPANO</sup>, an individual residing in Tarrytown, New York ("Purchaser"), and I Love Shoes, LLC, a California limited liability company and Mr. Aviel S. Marrache, both individually and as the principal member and officer of I Love Shoes, LLC ("Seller"). Purchaser and Seller may be referred to herein singularly as a "Party" and collectively as the "Parties."

WHEREAS, I Love Shoes, LLC is the Owner of Trademark Registration No. 2,646,852 for the mark I LOVE SHOES ("the '852 Mark"), a copy of which is attached hereto as Exhibit A;

WHEREAS, Mr. Aviel S. Marrache is the principal member and company officer of I Love Shoes, LLC.; and

WHEREAS, Purchaser wishes to purchase Seller's rights to the '852 Mark for good and valuable consideration, and Seller wishes to sell such rights to Purchaser upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the payment of the Purchase Price by Purchaser to Seller and the promises and agreements herein contained, the sufficiency of which consideration is herby acknowledged, Purchaser and Seller hereby agree as follows:

**1. ASSIGNMENT**

Seller hereby sells, assigns, conveys and transfers to Purchaser the entire right, title and interest in and to the '852 Mark, together with all goodwill associated therewith, for use and registration by Purchaser with no limitations or reservations of use.

**2. PURCHASE PRICE**

Purchaser agrees to pay Seller \_\_\_\_\_ which is payable by Purchaser to Seller on the Effective Date by bank check ("the Purchase Price").

**3. SELLER'S COVENANTS**

Seller covenants and agrees that it shall never:

3.1. Contest Purchaser's full, complete, rightful and lawful ownership of the '852 Mark for any product or service, including the rights to use, license the use of and/or register the '852 Mark without limitation or reservation for any products or services;

3.2. Use or seek to register the '852 Mark or marks similar thereto;

3.3. Manufacture, advertise, market, or sell any products bearing the '852 Mark or marks similar thereto.

#### **4. COOPERATION, COSTS AND EXPENSE**

4.1. By the Effective Date of this Agreement, Seller shall execute and deliver to Purchaser all documentation required to perfect the transfer of ownership of the '852 Mark. Purchaser shall be responsible for preparation of all documentation required to perfect the transfer of the '852 Mark and shall incur all costs incurred in connection therewith. Seller shall cooperate, as is reasonably necessary, in Purchaser's efforts to record Purchaser as the Owner of the '852 Mark.

4.2. The Parties shall execute and deliver to the other any further documentation reasonably requested to effect or confirm the transfers and agreements contemplated by this Agreement.

#### **5. SELLER'S REPRESENTATIONS AND WARRANTIES**

Seller warrants and represents to Purchaser that as of the Effective Date:

5.1. Seller is a limited liability company duly organized and in good standing under the laws of the State of California. Seller has full right and authority to enter into this Agreement and to consummate the transaction contemplated hereby. All requisite corporate action has been taken by Seller in connection with the entering into of the Agreement and the instruments referenced herein and the consummation of the transaction contemplated hereby. The person signing this Agreement on behalf of Seller is duly authorized to do so.

5.2. Any and all consents and approvals which may be required in order for Seller to enter into this Agreement or consummate the transaction contemplated hereby have been obtained. This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller, its successors and assigns in accordance with their terms. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which Seller is subject or by which Seller is bound, or constitute a breach or default under any agreement or other obligation to which Seller is a party or otherwise bound.

5.3. To the best of Seller's knowledge, it is the owner of all right, title and interest in the '852 Mark. Seller represents that there is no outstanding indebtedness incurred by Seller for which a valid lien or other security interest could be filed against the '852 Mark. Seller's duty of cooperation under Paragraph 4 hereof, however, includes cooperating, as is reasonably necessary, to obtain the release of any lien which may be filed with respect to the '852 Mark.

5.4. To the best of Seller's knowledge, there is no past due fee or payment owing for the '852 Mark. Seller agrees, however, that should any payment or fee incurred prior to the Effective Date become known, Seller will immediately notify Purchaser and Purchaser will pay such fee.

5.5. To the best of Seller's knowledge, there are no pending legal actions or disputes as to the ownership of the '852 Mark.

## **6. PURCHASER'S REPRESENTATIONS AND WARRANTIES**

Purchaser represents and warrants to Seller that as of the Effective Date:

6.1. Purchaser is an individual residing in the State of New York. Purchaser has full right and authority to enter into this Agreement and to consummate the transaction contemplated hereby. All requisite action has been taken by Purchaser in connection with the entering into of the Agreement and the instruments referenced herein and the consummation of the transaction contemplated hereby. The person signing this Agreement on behalf of Purchaser is duly authorized to do so.

6.2. Any and all consents and approvals which may be required in order for Purchaser to enter into this Agreement or consummate the transaction contemplated hereby have been obtained. This Agreement and all documents required hereby to be executed by Purchaser are and shall be valid, legally binding obligations of and enforceable against Purchaser, its successors and assigns in accordance with their terms. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which Purchaser is subject or by which Purchaser is bound, or constitute a breach or default under any agreement or other obligation to which Purchaser is a party or otherwise bound.

## **7. INDEMNITY**

The Parties will indemnify, defend and hold harmless the other Party hereto from and against losses incurred through claims of third persons or arising from breach by any party hereto of such Party's representations, warranties or covenants, contained in this Agreement.

## **8. AGREEMENT DRAFTED BY ALL PARTIES**

This Agreement is the result of an arm's length negotiations between the Parties and shall be construed to have been drafted by all Parties such that any ambiguities in this Agreement shall not be construed against either Party.

## **9. CONSIDERATION**

Purchaser and Seller agree that the consideration listed herein is adequate and is the only consideration for the mutual promises and undertaking in this Agreement.

## **10. SECTION HEADINGS**

The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

## 11. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties as of the Execution Date.

## 12. MISCELLANEOUS

12.1. This Agreement shall be governed by the substantive laws of the State of New York, applicable to agreements fully executed and performed in said state.

12.2. If any provision of Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.

12.3. All notices, payments, and statements which are required or may be given, shall be in writing, and either: 1) personally delivered; 2) sent via certified air mail with a return receipt requested; or 3) sent via electronic means which produces a written record of the notice given.

Notices shall be addressed to:

PURCHASER  
Miguel Sampaio **SAMP AIO**  
123 Grove Street  
Tarrytown, New York 10591

SELLER  
Aviel S. Marrache  
1930 Broadway, Apt. 5R  
New York, New York 10023

## 13. ENTIRE AGREEMENT

This Agreement is the complete and exclusive statement of the Agreement between the Parties and supersedes all prior proposals, oral or written, and all other communication between the Parties relating to the subject matter of this Agreement except as specifically noted herein.

## 14. SUCCESSORS AND ASSIGNS

This Agreement is binding on and shall inure to the benefit of the respective successors and/or assigns of the Parties.

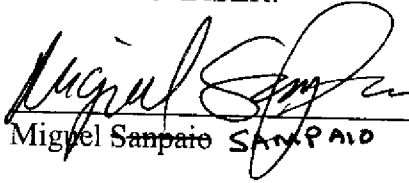
## 15. ATTORNEY'S FEES

In the event either Party files suit to enforce any of the provisions of this Agreement, the prevailing Party shall be entitled to an award of all reasonable attorney's fees and court costs.

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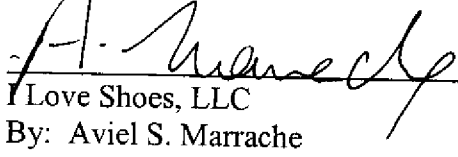
IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement on the dates written below:

FOR PURCHASER:

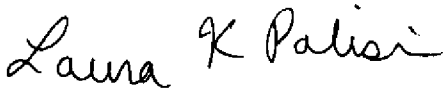
  
Miguel Sampaio **SAMPAIO**

12-21-07  
Date

FOR SELLER

  
I Love Shoes, LLC  
By: Aviel S. Marrache

12/21/07  
Date



LAURA K. POLISIN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01PO6171777  
Qualified In New York County  
My Commission Expires July 30, 2011

SCHEDULE OF EXHIBITS TO THE AGREEMENT

EXHIBIT A

United States Trademark Registration Number 2,646,852



**EXHIBIT A**

Int. Cl.: 35

Prior U.S. Cls.: 100, 101, and 102

**United States Patent and Trademark Office**

**Reg. No. 2,646,852**

Registered Nov. 5, 2002

**SERVICE MARK  
PRINCIPAL REGISTER**

**I LOVE SHOES**

I LOVE SHOES LLC (CALIFORNIA LIMITED  
LIABILITY CORPORATION)  
156 SOUTH BEVERLY DRIVE  
BEVERLY HILLS, CA 90212

NO CLAIM IS MADE TO THE EXCLUSIVE  
RIGHT TO USE "SHOES", APART FROM THE  
MARK AS SHOWN.

FOR: RETAIL SHOPS FEATURING SHOES,  
BELTS, HANDBAGS AND PURSES, IN CLASS 35  
(U.S. CLS. 100, 101 AND 102).

SN 76-184,735, FILED 12-20-2000.

FIRST USE 3-11-2001; IN COMMERCE 3-11-2001.

CURTIS FRENCH, EXAMINING ATTORNEY