

**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>
Home Marketing Associates, Inc.		01/14/2008	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Worth Collection, Ltd.		
<b>Street Address:</b>	37 West 57th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3189497	JULIANA COLLEZIONE	
Registration Number:	3189498	JULIANA COLLEZIONE	
Registration Number:	3188571	JULIANA COLLEZIONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)210-9444		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-210-9400		
<b>Email:</b>	ipnyc@alston.com		
<b>Correspondent Name:</b>	Alston & Bird LLP		
<b>Address Line 1:</b>	90 Park Avenue		
<b>Address Line 2:</b>	Attention: Linda Marie Sanchez		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
<b>ATTORNEY DOCKET NUMBER:</b>	051502/338635		
<b>NAME OF SUBMITTER:</b>	Linda Marie Sanchez		

CH \$90.00 3189497

Signature:	/lms/
Date:	03/24/2008
Total Attachments: 4 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif	

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

WHEREAS, HOME MARKETING ASSOCIATES, INC., a New York Corporation, with a principal address of 250 West 39<sup>th</sup> Street, New York, New York (hereinafter "Assignor") has used certain intellectual property in connection with the its Business, as set forth on Schedule I, attached, (the "Intellectual Property") and claim ownership rights in and to such Intellectual Property;

WHEREAS, THE WORTH COLLECTION, LTD., a Delaware corporation with an office at 37 West 57<sup>th</sup> Street, New York, New York (hereinafter "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to the Intellectual Property together with the goodwill of the Business in connection with which the Intellectual Property is used and which is symbolized by the Intellectual Property, along with all rights of action accrued and to accrue under and by virtue hereof, including the right to sue and recover for past infringement of the Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Assignor does hereby assign to Assignee any and all right, title and interest in and to the trademarks, trade dress and service marks (collectively the "Trademarks") listed on the attached Schedule I, together with: (i) the goodwill of the Business in connection with which the Trademarks are used and which are symbolized by the Trademarks, (ii) all rights of action accrued and to accrue under and by virtue of this Assignment, including the right to sue and recover for past infringement of

the Trademarks, and (iii) all other property rights used in connection therewith;

2. Assignor does hereby assign unto Assignee all right, title and interest in and to the domain name(s) as set forth on the attached Schedule I, in the United States and throughout the world;
3. Assignor does hereby assign unto Assignee all right, title and interest in and to the copyrighted and/or copyrightable materials, including any website layout, website content, patterns, packaging, or label designs, and any derivative works created therefrom, whether or not registered with the United States Copyright Office or such office in any foreign jurisdiction, and any and all moral rights associated therewith (collectively, the "Copyrights"). Assignor also assigns to Assignee all rights of action accrued and to accrue under and by virtue of this assignment, along with the right to sue and recover for damages and profits for past infringements of the Copyrights;
4. Assignor agrees to execute and deliver at the request of the Assignee all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title and interest in and to the Intellectual Property to Assignee and/or provide evidence to support the assignment in the event such evidence is needed by the Assignee.

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed as of the date indicated below.

Dated: January 14, 2008

HOME MARKETING ASSOCIATES, INC.

By: 

Name: Irving Spitalnick

Title: President

**SCHEDULE I**

**Assigned Intellectual Property**

1. Registered Trademarks

Mark	Reg. No.	Reg. Date	Country
JULIANA COLLEZIONE for handbags, in Class 18 (U.S. CLS. 1,2,3, 22 and 41)	3,189,497	December 26, 2006	U.S.A.
JULIANA COLLEZIONE for ladies apparel namely, jackets, pants, skirts, blouses, coats, hats, belts and t-shirts, in Class 25 (U.S. CLS. 22 and 29)	3,189,498	December 26, 2006	U.S.A
JULIANA COLLEZIONE for jewelry, in Class 14 (U.S. CLS. 2, 27, 28 and 50)	3,188,571	December 26, 2006	U.S.A.

2. Other Intellectual Property

- a. The Domain Name/URL located at: <http://www.julianaonline.com>.
- b. The website layout and contacted as set forth at the URL specified in subsection (a).