

04-08-2008

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3/13/08

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ENK International, Inc.		12/20/2007	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	ENK, LLC
Street Address:	3 East 54th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1514807	ACCESSORIE CIRCUIT
Registration Number:	3176957	BRIGHTE
Registration Number:	2639448	CHILDREN'S CLUB
Registration Number:	2758230	COTERIE
Registration Number:	1540802	DESIGNERS' COLLECTIVE
Registration Number:	1795214	ENK PRODUCTIONS
Registration Number:	1493469	FASHION COTERIE
Registration Number:	1559211	MODE COAST
Registration Number:	2649306	SOLE COMMERCE
Registration Number:	2761007	THE COLLECTIVE
Registration Number:	3180592	THE MEZZANINE
Registration Number:	3201230	THE SECTION
Registration Number:	2946864	THE SHOWS
Registration Number:	2295845	THE UNCONVENTION CENTER

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TRADEMARK  
REEL: 003756 FRAME: 0227

CORRESPONDENCE DATA

Fax Number: (212)446-4900

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (212)446-4800

Email: hsmith@kirkland.com

Correspondent Name: Hayley Smith, Sr. Legal Assistant

Address Line 1: Kirkland & Ellis LLP

Address Line 2: 153 East 53rd Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

ENK (H. SMITH)

NAME OF SUBMITTER:

Hayley Smith

Signature:

//Hayley Smith//

Date:

03/13/2008

**Total Attachments: 5**

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**Schedule A**  
**to Trademark Assignment**

Trademark	Country	Status	App. No./ Reg. No.	App. Date/ Reg. Date
ACCESSORIE CIRCUIT	U.S.	Registered	1514807	5/15/95
BRIGHTE	U.S.	Registered	3176957	11/28/06
CHILDREN'S CLUB	U.S.	Registered	2639448	10/22/02
COTERIE	U.S.	Registered	2758230	9/2/03
DESIGNERS' COLLECTIVE	U.S.	Registered	1540802	5/23/89
ENK PRODUCTIONS	U.S.	Registered	1795214	9/28/93
FASHION COTERIE	U.S.	Registered	1493469	6/21/88
MODE COAST	U.S.	Registered	1559211	10/3/89
SOLE COMMERCE	U.S.	Registered	2649306	11/12/02
THE COLLECTIVE	U.S.	Registered	2761007	9/9/03
THE MEZZANINE	U.S.	Registered	3180592	12/5/06
THE SECTION	U.S.	Registered	3201230	1/23/07
THE SHOWS	U.S.	Registered	2946864	5/3/05
THE UNCONVENTION CENTER	U.S.	Registered	2295845	11/30/99
ENK PRODUCTIONS	Japan	Registered	3082394	10/31/95
FASHION COTERIE	Japan	Registered	3082397	10/31/95
MODE COAST	Japan	Registered	3082395	10/31/95

EXECUTION COPY

**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT ("*Assignment*") is entered into as of December 20, 2007, by ENK International, Inc., a Delaware corporation ("*Assignor*") in favor of ENK, LLC, a Delaware limited liability company ("*Assignee*").

WHEREAS, Assignor holds a one hundred percent (100%) percent membership interest in Assignee pursuant to that certain Limited Liability Company Agreement of ENK, LLC, dated as of October 17, 2007, by Assignor;

WHEREAS, Assignor owns certain trademarks, including, without limitation, the trademark registrations and applications for registration, and all goodwill associated therewith, identified and set forth on Schedule A attached hereto, (the "*Marks*");

WHEREAS, Assignor and Assignee are parties to that certain Assignment and Assumption Agreement, dated as of the date hereof (the "*Agreement*") pursuant to which Assignor has contributed, assigned, transferred and set over to Assignee all assets of Assignor, including, without limitation, the Marks;

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Marks pertain and such business is ongoing; and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest in and to the Marks and any and all goodwill associated with the Marks.

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

1. Assignor hereby irrevocably contributes, transfers, grants, bargains, assigns and conveys to Assignee the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith.
2. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to

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Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

3. Assignor shall provide Assignee, its successors and assigns, or their legal representatives such information and assistance as Assignee may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with: (1) the preparation of any application for registration or any application for renewal any Mark; (2) the prosecution or defense of any infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) obtaining any additional protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, foreign countries and multinational authorities; and (4) effectuating and implementing this Assignment.
4. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving any effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any other jurisdiction other than the State of New York.
5. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

\* \* \* \* \*

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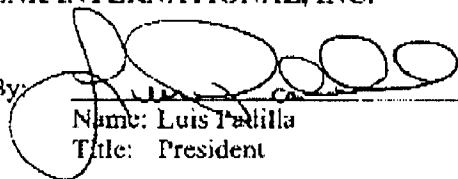
[SIGNATURE PAGE FOLLOWS]

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EXECUTION COPY

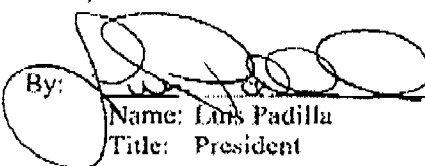
IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

ENK INTERNATIONAL, INC.

By:   
Name: Luis Padilla  
Title: President

Acknowledgement:

ENK, LLC

By:   
Name: Luis Padilla  
Title: President