

**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>
MacKenzie-Childs Ltd.		05/07/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MacKenzie-Childs Aurora LLC		
<b>Street Address:</b>	3260 State Route 90		
<b>City:</b>	Aurora		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	13026		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW YORK		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2805087	EVERVOLVING	
Registration Number:	2726806	LOLLIPOP	
Serial Number:	78286054	MACKENZIE-CHILDS	
Registration Number:	2258535	MACKENZIE-CHILDS, LTD. 1983 AURORA, NEW YORK	
Registration Number:	2195282	MACKENZIE-CHILDS, LTD. AURORA, NEW YORK MC 1983	
Registration Number:	2943642		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(203)772-3907		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2037722600		
<b>Email:</b>	edelveccio@bswlaw.com		
<b>Correspondent Name:</b>	Ellen Del Vecchio		
<b>Address Line 1:</b>	271 Whitney Avenue		
<b>Address Line 4:</b>	New Haven, CONNECTICUT 06511		
<b>ATTORNEY DOCKET NUMBER:</b>	05379/004		

OP \$165.00 2805087

NAME OF SUBMITTER:	Ellen Del Vecchio
Signature:	/ed/
Date:	06/02/2008
Total Attachments: 4 source=TrademarkAssignMC#page1.tif source=TrademarkAssignMC#page2.tif source=TrademarkAssignMC#page3.tif source=TrademarkAssignMC#page4.tif	

## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is entered into as of the 7<sup>th</sup> day of MAY, 2008 by and between MacKenzie-Childs Ltd., a Delaware corporation (hereinafter "Assignor") and MacKenzie-Childs Aurora LLC, a New York limited liability company (hereinafter "Assignee").

Reference is hereby made to that certain Asset Purchase Agreement ("Asset Purchase Agreement") by and among Assignee, MC Acquisition 2008 LLC, a Delaware limited liability company, MacKenzie-Childs Real Estate LLC, a New York limited liability company, MC NYC LLC, a New York limited liability company and MC WORTH AVENUE LLC, a Florida limited liability company and Assignor, MacKenzie-Childs of Florida Ltd., a Delaware corporation and MacKenzie-Childs of New York Ltd., a Delaware corporation. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement. This Assignment will be deemed effective when the Closing is deemed to have occurred under Section 3.2 of the Asset Purchase Agreement.

Subject and pursuant to the terms and conditions of the Asset Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee all of Assignor's right, title and interest worldwide in and to those US and foreign trademarks, trademark applications, and trademark registrations listed in Schedule A hereto (the "Marks") and the goodwill associated with the Marks.

Assignee hereby assume and agree to pay, perform, and discharge the Assumed Liabilities related to the Marks. Notwithstanding the foregoing, Assignor does not assign to Assignees and Assignees do not assume from Assignor any of the Excluded Liabilities or any Assumed Liabilities other than those described in the previous sentence.

This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to principles of conflicts of laws. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement. Facsimile signatures or signatures delivered by email in .pdf or similar format shall be deemed original signatures for purposes of this Assignment.

*Signatures on following page*

ASSIGNEE

MacKenzie-Childs Aurora LLC

By: [Signature]  
Name: Howard Cohen  
Its: Manager

STATE OF New York  
COUNTY OF Monroe ) SS:

On this 6th day of May, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Howard Cohen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument; and who, being by me duly sworn, did depose and say that he resides in Monroe County; and he is the Manager of MacKenzie-Childs Aurora LLC., the limited liability company described in and which executed the above instrument; that he signed his name thereto by authority of the [Board of Managers][Members] of said limited liability company; and that by his signature on the instrument, MacKenzie-Childs Aurora LLC executed the instrument.

Dated: May 6, 2008

Notary Public: [Signature]

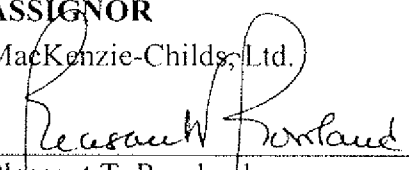
JANICE L. LINN  
Notary Public, State Of New York  
No. 02L18125831  
Qualified In Monroe County  
Commission Expires April 25, 2009

[Signature page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative as follows:

**ASSIGNOR**

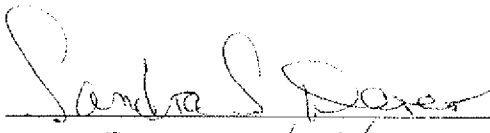
MacKenzie-Childs, Ltd.

By:   
Name: Pleasant T. Rowland  
Chairwoman and Chief Executive  
Its: Officer

STATE OF WISCONSIN )  
COUNTY OF Waukegan ) SS:

On this 2<sup>nd</sup> day of May, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Pleasant T. Rowland, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument; and who, being by me duly sworn, did depose and say that she resides in Waukegan County; and she is the Chairwoman and Chief Executive Officer of MacKenzie-Childs, Ltd., the corporation described in and which executed the above instrument; that she signed her name thereto by authority of the Board of Directors of said corporation; and that by her signature on the instrument, MacKenzie-Childs, Ltd. executed the instrument.

Dated: 5/2/08

Notary Public:   
Expires 11/29/09

[Signature page to Trademark Assignment]

## Schedule A

<u>Mark</u>	<u>Application/ Registration No.</u>	<u>Registration Date</u>	<u>Country</u>
EVERVOLVING	2,805,087	1/13/2004	US
LOLLIPOP	2,726,806	6/17/2003	US
MACKENZIE-CHILDS	3335389	7/25/1997	JP
MACKENZIE-CHILDS	3346498	9/12/1997	JP
MACKENZIE-CHILDS	78/286,054	8/12/2003	US
MACKENZIE-CHILDS & THISTLE DESIGN	4018283	4/15/2004	CN
MACKENZIE-CHILDS & THISTLE DESIGN	3657343	7/04/2005	EU
MACKENZIE-CHILDS & THISTLE DESIGN	300194364	4/13/2004	HK
MACKENZIE-CHILDS & THISTLE DESIGN	4823544	12/03/2004	JP
MACKENZIE-CHILDS, LTD 1983 Design	2,258,535	7/06/1999	US
MACKENZIE-CHILDS, LTD 1983 Design	2,195,282	10/13/1998	US
THISTLE DESIGN	2,943,642	4/26/2005	US
VICTORIA AND RICHARD MACKENZIE-CHILDS	4000134	5/02/1997	JP
VICTORIA AND RICHARD MACHENZIE-CHILDS	4000135	5/02/1997	JP