

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fashion Avenue Knits, Inc.		02/26/2009	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Fashion Avenue Sweater Knits, LLC		
Street Address:	225 West 37th Street 8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3109386	HOOKED UP BY IOT	
Serial Number:	77533064	ISELA	
Serial Number:	77423609	LOVE ALWAYS	
Registration Number:	2093276	I.O.T.	
Registration Number:	1756986	IT'S OUR TIME	
CORRESPONDENCE DATA			
Fax Number:	(212)643-6500		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212643700		
Email:	bgarces@sillscummis.com, pto@sillscummis.com		
Correspondent Name:	Sills Cummis & Gross P.C.		
Address Line 1:	One Rockefeller Plaza, Suite 25		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	09920008.000001		

CH \$140.00 3109386

NAME OF SUBMITTER:	Mel Weiss
Signature:	/Mel Weiss/
Date:	03/10/2009
Total Attachments: 4 source=Fashion_Avenue_Knits__Inc__to_Fashion_Avenue_Sweater_Knits__Inc__Assignment_#page1.tif source=Fashion_Avenue_Knits__Inc__to_Fashion_Avenue_Sweater_Knits__Inc__Assignment_#page2.tif source=Fashion_Avenue_Knits__Inc__to_Fashion_Avenue_Sweater_Knits__Inc__Assignment_#page3.tif source=Fashion_Avenue_Knits__Inc__to_Fashion_Avenue_Sweater_Knits__Inc__Assignment_#page4.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made by and between Fashion Avenue Knits Inc. a corporation organized and existing under the laws of the state of New York, as the "Assignor" and Fashion Avenue Sweater Knits, LLC, a limited liability company organized and existing under the laws of the state of New York, as the Assignee. Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Assignee, Assignor and E.M. Lawrence, Ltd., a New Jersey corporation, are parties to that certain Operating Agreement, effective January 1, 2009, (the "Operating Agreement"), relating to, among other things, the conveyance by Assignor to Assignee of certain trademarks as specifically set forth in the Operating Agreement, including without limitation all right, title, and interest in and to the trademarks, trademark applications and trademark registrations set forth on Schedule A appended hereto (collectively, the "Trademarks"); and

WHEREAS, pursuant to the Operating Agreement, Assignee has acquired all right, title, and interest in and to the Trademarks and the goodwill associated therewith;

NOW, THEREFORE, pursuant to the terms and conditions of the Operating Agreement, and for good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, grants, assigns, transfers, and delivers to Assignee all right, title and interest in and to the Trademarks, including, without limitation, the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew and extend the registrations that are or may be secured under the laws of the United States, its territories and possessions and throughout the world, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past, present or future infringement of said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

2. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

3. In the event that any provision of this Trademark Assignment shall be construed to conflict with a provision of the Operating Agreement, the provision in the Operating Agreement shall be deemed controlling.

4. This Trademark Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Operating Agreement.

6. Assignor hereby requests the Commissioner of Patents and Trademarks of the United States of America, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks and to issue any and all registrations, including renewals thereof, to Assignee its successors, assigns, nominees or other legal representatives.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be executed by its officer thereunto duly authorized, as of the 26 day of February, 2009.

FASHION AVENUE KNITS INC.

By: [Signature]
Name: Mel Weiss
Title: President

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this 26 day of February, 2009, before me personally appeared Mel Weiss, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.
[Signature]
NOTARY PUBLIC

My commission expires: _____

JOSEPH C. WALSH
NOTARY PUBLIC STATE OF NEW YORK
No. 01WA614077
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES FEBRUARY 13, 2010

The Assignee accepts the above Assignment:

FASHION AVENUE SWEATER KNITS, LLC

By: [Signature]
Name: Mel Weiss
Title: Manager

Schedule A

U.S. Trademarks

Trademark	Registration/Serial Number	Filing Date/Registration Date
Hooked Up by IOT	3109386	June 27, 2006
ISELA	77533064	July 28, 2008
LOVE ALWAYS	77423609	August 5, 2008
I.O.T.	2093276	September 2, 1997
IT'S OUR TIME	1756986	March 9, 1993