

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marcos Falchi		05/06/2009	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Falchi IP, LLC		
Street Address:	260 West 39th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3510525	CHI	
Serial Number:	77057413	CHI BY FALCHI	
Serial Number:	78331576	CHI BY FALCHI	
Serial Number:	77262698	FALCHI BY FALCHI	
Serial Number:	77210082	FALCHI NEW YORK	
CORRESPONDENCE DATA			
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	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-819-8200		
Email:	trademarkdocket@whitecase.com		
Correspondent Name:	White & Case LLP		
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Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1190097-0200		

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NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/
Date:	05/13/2009
Total Attachments: 4 source=Falchi TM Assignment#page1.tif source=Falchi TM Assignment#page2.tif source=Falchi TM Assignment#page3.tif source=Falchi TM Assignment#page4.tif	

EXECUTION COPY

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, dated as of May 6, 2009 (this "Assignment"), is made by Marcos Antonio Falci Pereira, a.k.a. MARCOS FALCHI, an individual residing at 25 Slough Road, Darchet SL3 9AP, England ("Assignor"), in favor of FALCHI IP, LLC, a Delaware limited liability company with its principal place of business at 260 West 39th Street, New York, NY 10018 ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks listed on the attached Schedule A, all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by said trademarks (collectively, the "Trademarks"); and

WHEREAS, Assignee is a wholly-owned subsidiary of Falchi Holdings, LLC, a Delaware limited liability company ("Falchi Holdings"); and

WHEREAS, Falchi Holdings, on the one hand, and Design & Development Lab, LLC, a New York limited liability company ("DDL"), Carlos Falchi, an individual residing at 238 West 11th Street, New York, NY 10014 ("Carlos Falchi"), Assignor (together with DDL and Carlos Falchi, the "Sellers") and Lee Gunn Falchi, an individual residing at 238 West 11th Street, New York, NY 10014 (solely for the purposes of Section 10.3 of the Purchase Agreement (as defined below)), on the other hand, entered into a certain Asset Purchase and Contribution Agreement dated as of May 4, 2009 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Falchi Holdings agreed to purchase certain assets from the Sellers, including the Trademarks, on the terms and conditions contained therein, and Assignor agreed to transfer such Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby assign, sell, transfer, and convey, at the direction of Falchi Holdings, unto Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Trademarks throughout the world, including all trademark applications and registrations therefor, and any renewals thereof, any common law rights to such Trademarks, all goodwill of the business symbolized by the Trademarks, and the right to sue and to collect all damages and payments for claims of past, present, and future infringement or misappropriation thereof.

2. Assignor hereby agrees to execute, upon the request of Assignee, such additional instruments, documents, and papers, and to take other such actions, as are necessary to secure, defend, enforce, register, renew, maintain, and otherwise give full effect to and to perfect the rights of Assignee under this Assignment in and to the Trademarks worldwide, including all actions necessary to register in the name of Assignee the assignment of the Trademarks with the United States Patent and Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar.

3. This Assignment shall be governed by and construed, and enforced in accordance with, the laws of the State of New York.

4. This Assignment may be executed in any number of counterparts, each of which shall be any original, but such counterparts shall together constitute but one and the same instrument. Facsimile transmission of any signed original counterpart and/or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

* * *

Schedule ATrademarks**U.S. Registered Trademarks**

Mark	Registration No.	Registration Date
CHI	3,510,525	07 Oct. 2008

U.S. Pending Trademark Applications

Mark	Application No.	Application Date
CHI BY FALCHI	77-057,413	05 Dec. 2006
CHI BY FALCHI	78-331,576	21 Nov. 2003
FALCHI BY FALCHI	77-262,698	23 Aug. 2007
FALCHI NEW YORK	77-210,082	19 Jun. 2007

