

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
Capital Mercury Apparel, Ltd.		05/12/2009	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Paris Accessories, Inc.
Street Address:	350 Fifth Avenue
Internal Address:	70th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10118
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	3458961	RED X
Registration Number:	3052685	
Registration Number:	3177479	BACK PACKER
Registration Number:	3021567	BLUESUR+
Registration Number:	3235526	VINTAGE RED
Registration Number:	2977541	4 SITE
Registration Number:	3136197	BLUESURPLUS
Registration Number:	2604010	CAPE ALLEGRO SPORTSWEAR
Registration Number:	2224085	FLIPBOX
Registration Number:	1636200	C.M. & COMPANY
Registration Number:	1743236	INTERNATIONAL VIEW
Registration Number:	1566087	HEATHROW
Registration Number:	1558155	1372 COLLECTION

CH \$815.00 3458961

Registration Number:	1584771	NOFADE
Registration Number:	1462895	PERFORMER
Registration Number:	1390898	RARE VINTAGE
Registration Number:	1334461	HARBOUR GATE
Registration Number:	1334460	NEW GATE
Registration Number:	1334459	NEWTON
Registration Number:	1350749	DAVID MARTIN
Registration Number:	1334451	GREENWICH POINT
Registration Number:	1334450	GLEN HARBOR
Registration Number:	1334449	PORTOBELLO
Registration Number:	1354258	RICHARD LAWRENCE
Registration Number:	1340956	SEA CLIFF
Registration Number:	1338043	BOSTON COMMON
Registration Number:	1346359	SUMMER WINDS COLLECTION
Registration Number:	1344659	MICHIGAN AVENUE
Registration Number:	1298904	ROBERT SERAFINI
Registration Number:	1302749	COTTER BRIDGE
Registration Number:	1294566	CAPITAL MERCURY
Registration Number:	1328631	BACK PACKER

CORRESPONDENCE DATA

Fax Number: (212)643-6500
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-643-7000
Email: pto@sillscummis.com
Correspondent Name: Sills Cummis & Gross P.C.
Address Line 1: One Rockefeller Plaza
Address Line 2: Intellectual Property Department
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	09910010.000080
NAME OF SUBMITTER:	John C. Higdon
Signature:	/John C. Higdon/
Date:	05/13/2009

Total Attachments: 6
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS Agreement (this "Assignment") is entered into as of this 12th day of May 2009 (the "Effective Date") by and among the following parties (collectively referred to as the "Parties"):

CAPITAL MERCURY APPAREL, LTD., a New York corporation (the "Assignor"); and

PARIS ACCESSORIES, INC., a New York corporation (the "Assignee").

WHEREAS, this Assignment is being made in connection with (i) an Asset Purchase Agreement, dated May 12, 2009, by and between the Assignor and the Assignee;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to assign, transfer, convey and deliver to Assignee all of Assignor's rights, title and interest in and to the Trademarks (as defined below);

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the consummation of the transactions contemplated in the Asset Purchase Agreement and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows.

SECTION 1

ASSIGNMENT

1.1 Assignor hereby assigns, conveys and transfers to Assignee, its successors and assigns, certain of its rights obligations and liabilities as follows:

(a) All worldwide right, title and interest in, to and under the United States and trademarks and trademark applications listed on **Schedule A** to this Assignment (together, the "Trademarks");

(b) All worldwide right, title and interest in, to and under all common law rights and all goodwill associated with the Trademarks; all rights of priority in any Trademark, together with all income and royalties arising out of the rights assigned hereby and all rights to recover damages for past infringements and any other causes of action related to any Trademark; any and all renewals and extensions of rights associated with any Trademark that may hereafter be secured under the laws of the United States or any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and

assigns from the Effective Date as fully and entirely the same as would have been held and enjoyed by Assignor had this Assignment not been made.

1.2 Assignor and Assignee agree that as of the Effective Date, Assignee may apply for and receive additional trademarks for any subject matter related to the Trademarks or the assets in the Asset Purchase Agreement, including registration of existing Trademarks in new classes, as well as continue prosecution of the Trademarks in Assignee's own name.

1.3 Assignor hereby grants Assignee the power to insert in this Assignment any further indemnification(s) that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, the World Intellectual Property Organization, or rules of any other entities including without limitation, United States or foreign governments or foreign or international trademark offices, for recordation or other recognition of this document.

1.4 Assignee hereby accepts and assumes all the rights subject to the present Assignment. As of the Effective Date, Assignor shall have no further rights, obligations and liabilities of any kind whatsoever related to the Trademarks for any matter arising on or after the Effective Date, except as provided in Section 5.4 herein.

SECTION 2

PAYMENTS

2.1 Payment of fees. In consideration of the foregoing Assignment, Assignee agrees to pay Assignor \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged.

SECTION 3

TERM

3.1 Term. The term of this Assignment shall commence on the Effective Date and continue until the expiration of Assignee's obligations.

3.2 Survival. The following provisions shall survive termination of this Assignment: Sections 4 and 5.

SECTION 4

CHOICE OF LAW

4.1 Except to the extent that federal law preempts state law with respect to the matters covered by this Assignment, this Assignment shall be construed in accordance with, and governed in all respects by, the laws of the State of New York, without giving effect to principles of conflict of laws.

SECTION 5

MISCELLANEOUS

5.1 Entire Agreement

This Assignment contains the entire agreement among the Parties with respect to the Trademarks and supersedes all prior oral or written communications or agreements with respect thereto. This Assignment may be modified only by a subsequent written agreement signed by the Parties.

5.2 Severability

If any provision of this Assignment is held to be void or unenforceable by a court of competent jurisdiction because it is invalid or in conflict with any law of relevant jurisdiction, such provision shall be severed from this Assignment, which shall otherwise remain in full force and effect.

5.3 Waiver

No waiver of any rights shall be effective unless assented to in writing by all Parties hereto and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

5.4 Further Assurances

Assignee hereby agrees to duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including without limitation, the contacting of individuals with relevant knowledge related to the subject matter or previous prosecution of the Trademarks, and the filing of such additional assignments, agreements, declarations, affidavits, documents and other instruments, that may be necessary for prosecution of the Trademarks, or of evidencing the assignment or ownership of the Trademarks; or otherwise as Assignee may at any time reasonably request in connection with this Assignment or to carry out more effectively the provisions and purposes hereof or to better assure and confirm unto such other Party its rights and remedies under this Assignment. All filing and recording fees shall be the responsibility of Assignee.

5.5 Confidentiality

The Assignor shall maintain the terms and conditions of this Assignment, and any business, financial, scientific, technical or other information reasonably believed to be confidential information of the Assignee, in strict confidence and not disclose them to any entity or person.

5.6 Counterparts

This Assignment may be executed 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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IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed in duplicate by their duly authorized representatives as of the date first written above.

CAPITAL MERCURY APPAREL, LTD.

By: John C. Hicock

Name: JOHN C. HICOCK

Title: PRESIDENT

PARIS ACCESSORIES, INC.

By: Peter Markson

Name: PETER MARKSON

Title: ~~PRESIDENT~~ (VICE PRESIDENT)

SCHEDULE A

1.

<u>Serial Number</u>	<u>Reg. Number</u>	<u>Word Mark</u>
<u>77122412</u>	<u>3458961</u>	<u>RED X</u> <u>Nine Circles</u>
<u>76621161</u>	<u>3052685</u>	<u>Design</u> http://tess2.uspto.gov/ bin/showfield?f=doc&state= 4007:e1t0g8.4.2
<u>76609795</u>	<u>3177479</u>	<u>BACK PACKER</u>
<u>76587952</u>	<u>3021567</u>	<u>BLUESUR+</u>
<u>76533974</u>	<u>3235526</u>	<u>VINTAGE RED</u>
<u>76531931</u>	<u>2977541</u>	<u>4 SITE</u>
<u>76531530</u>	<u>3136197</u>	<u>BLUESURPLUS</u>
<u>76191400</u>	<u>2604010</u>	<u>CAPE ALLEGRO</u> <u>SPORTSWEAR</u>
<u>75397775</u>	<u>2224085</u>	<u>FLIPBOX</u>
<u>74023041</u>	<u>1636200</u>	<u>C.M. & COMPANY</u>
<u>74023040</u>	<u>1743236</u>	<u>INTERNATIONAL VIEW</u>
<u>73785789</u>	<u>1566087</u>	<u>HEATHROW</u>
<u>73778588</u>	<u>1558155</u>	<u>1372 COLLECTION</u>
<u>73774736</u>	<u>1584771</u>	<u>NOFADE</u>
<u>73617634</u>	<u>1462895</u>	<u>PERFORMER</u>
<u>73555585</u>	<u>1390898</u>	<u>RARE VINTAGE</u>
<u>73493466</u>	<u>1334461</u>	<u>HARBOUR GATE</u>
<u>73493465</u>	<u>1334460</u>	<u>NEW GATE</u>
<u>73493464</u>	<u>1334459</u>	<u>NEWTON</u>
<u>73492858</u>	<u>1350749</u>	<u>DAVID MARTIN</u>
<u>73491959</u>	<u>1334451</u>	<u>GREENWICH POINT</u>
<u>73491958</u>	<u>1334450</u>	<u>GLEN HARBOR</u>
<u>73491957</u>	<u>1334449</u>	<u>PORTOBELLO</u>
<u>73491955</u>	<u>1354258</u>	<u>RICHARD LAWRENCE</u>
<u>73491769</u>	<u>1340956</u>	<u>SEA CLIFF</u>
<u>73491768</u>	<u>1338043</u>	<u>BOSTON COMMON</u> <u>SUMMER WINDS</u> <u>COLLECTION</u>
<u>73487779</u>	<u>1346359</u>	<u>MICHIGAN AVENUE</u>
<u>73472961</u>	<u>1344659</u>	<u>ROBERT SERAFINI</u>
<u>73445604</u>	<u>1298904</u>	<u>COTTER BRIDGE</u>
<u>73441967</u>	<u>1302749</u>	<u>CAPITAL MERCURY</u>
<u>73433832</u>	<u>1294566</u>	
<u>73433830</u>	<u>1328631</u>	<u>BACK PACKER</u>