

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: 2			
Property Type	Number	Word Mark	
Serial Number:	77725901	CARLOS FALCHI	
Serial Number:	77725910	MARCOS FALCHI	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<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		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Attn.: Trademark Department		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1179236-0009		
NAME OF SUBMITTER:	Matthew Bart		
Signature:	/Matthew Bart/		

CH \$65.00 77725901

Date:

06/09/2009

Total Attachments: 5

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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").

W I T N E S S E T H:

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 6, 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.

* * *

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the date first set forth above.

Assignor:

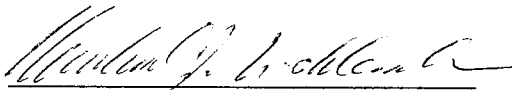
Marcos Antonio Falci Pereira
a.k.a. MARCOS FALCHI

By: 

STATE OF New York)
)ss:
COUNTY OF New York)

On this 21 day of May 2009, before me the undersigned, a Notary Public for the State of New York, personally appeared Marcos Falchi, personally 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 capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Signature of Notary

MICHAEL J. LICHTENSTEIN
Notary Public, State of New York
No. 0214912563
Qualified in Westchester County
Commission Expires October 19, ~~2009~~
2009

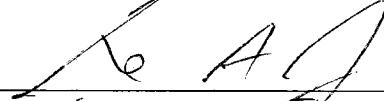
[Signature Page – Trademark Assignment]

IN WITNESS WHEREOF, Assignee has caused this Assignment to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

Assignee:

FALCHI IP, LLC

By: FALCHI HOLDINGS, LLC

By: 

Name: STUART A. JAMIESON

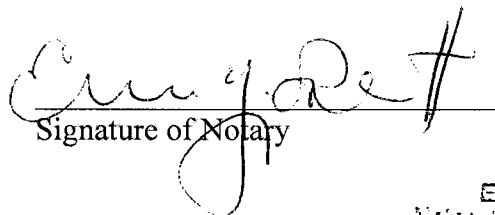
Title: Authorized signatory

STATE OF New York)

COUNTY OF New York) ss:

On this 6th day of May 2009, before me the undersigned, a Notary Public for the State of New York, personally appeared Stuart Jamieson, personally 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 capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Signature of Notary

EMMA Y. BARNETT
Notary Public, State of New York
No. 01E-02172182
Qualified in New York County
Commission Expires August 10, 2011

[Signature Page – Trademark Assignment]

Trademarks

U.S. Pending Trademark Applications

Mark	Application No.	Application Date
CARLOS FALCHI	77-725,901	30 April 2009
MARCOS FALCHI	77-725,910	30 April 2009