

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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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 |
| Fashion Shoe Licensing, LLC | | 05/08/2009 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Ace Opportunity Limited | | |
| Street Address: | 25 Canton Road | | |
| Internal Address: | Gateway Tower 2, Suite 3003-4 | | |
| City: | Kowloon | | |
| State/Country: | HONG KONG | | |
| Entity Type: | business company: BRITISH VIRGIN ISLANDS | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 0665773 | CARESSA | |
| Registration Number: | 1510196 | CARESSA | |
| Registration Number: | 1734924 | CARESSA EAST | |
| Serial Number: | 77704084 | CARESSA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (615)244-6804 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 615-850-8741 | | |
| Email: | rfelber@wallerlaw.com | | |
| Correspondent Name: | Robert P. Felber, Jr. | | |
| Address Line 1: | 511 Union Street | | |
| Address Line 2: | Suite 2700 | | |
| Address Line 4: | Nashville, TENNESSEE 37219 | | |
| ATTORNEY DOCKET NUMBER: | 024631.92477 | | |

OP \$115.00 0665773

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

| | |
|--------------------|-------------------------|
| NAME OF SUBMITTER: | Robert P. Felber, Jr. |
| Signature: | /ROBERT P. FELBER, JR./ |
| Date: | 07/09/2009 |

Total Attachments: 3

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**ASSIGNMENT OF TRADEMARK(S),
ACCOMPANYING REGISTRATION(S) AND GOODWILL**

Effective as of May 8, 2009 (the "Effective Date") and in accordance pursuant to the terms of that certain Asset Sale Agreement executed on even date herewith, **Fashion Shoe Licensing, LLC**, a Delaware limited liability company with offices located at 3333 New Hyde Park Road, New Hyde Park, New York 11042 ("Assignor"), does hereby sell, assign, transfer and set over to **Ace Opportunity Limited**, a British Virgin Islands business company with offices at Gateway Tower 2, Suite 3003-4, 25 Canton Road, Kowloon, Hong Kong ("Assignee"), all of Assignor's rights, title and interest in and to the trademarks listed on Exhibit A attached hereto (collectively, the "Marks"), the application(s) and registration(s) therefor, any renewals or extensions of such application(s) and registration(s), and all rights therein and thereto throughout the world, together with the goodwill of the business in connection with which the Marks are used and which are symbolized by the Marks.

IN WITNESS WHEREOF, the parties hereto have caused this assignment to be signed by an individual thereto duly authorized officer, all as of the Effective Date.

ASSIGNOR:

FASHION SHOE LICENSING, LLC

By: _____

Name: Nahum G. Shar

Title: President

ASSIGNEE:

ACE OPPORTUNITY LIMITED

By:  _____

Name: David B. Graves, III

Title: Chief Executive Officer

**ASSIGNMENT OF TRADEMARK(S),
ACCOMPANYING REGISTRATION(S) AND GOODWILL**

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IN WITNESS WHEREOF, the parties hereto have caused this assignment to be signed by an individual thereto duly authorized officer, all as of the Effective Date.

ASSIGNOR:

FASHION SHOE LICENSING, LLC

By: _____



Name: Nahum G. Shar

Title: President

ASSIGNEE:

ACE OPPORTUNITY LIMITED

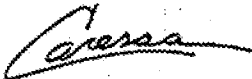
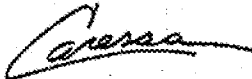
By: _____

Name: David B. Graves, III

Title: Chief Executive Officer

EXHIBIT A

CARESSA Trademark Registrations

| UNITED STATES | | | | | |
|---|------------|----------|------------|-------|------------|
| Trademark | App. No. | Reg. No. | Reg. Date | Class | Status |
| CARESSA | 72/025,691 | 665773 | 08/12/1958 | 39 | Registered |
|  | 73/694,139 | 1510196 | 10/25/1988 | 25 | Registered |
| CARESSA EAST | 74/154,002 | 1734924 | 11/24/1992 | 25 | Registered |
|  | 77/704,084 | Pending | Pending | 25 | Pending |