

D:ANDREW P. HOLLAND, ESQ. COMPANY:285 HAMILTON AVE.

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

10/16/2009
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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
Bella-Chic, Inc.		10/16/2009	CORPORATION:
RECEIVING PARTY DATA			
Name:	Color Image Apparel, Inc.		
Street Address:	8870 Flotilla Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90040		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2803696	BELLA CHIC	
CORRESPONDENCE DATA			
Fax Number:	(650)325-5572		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(650) 327-4200		
Email:	aholland@thoits.com		
Correspondent Name:	Andrew P. Holland, Esq.		
Address Line 1:	285 Hamllton Ave.		
Address Line 2:	Suite 300		
Address Line 4:	Palo Alto, CALIFORNIA 94301		
ATTORNEY DOCKET NUMBER:	APH/DAS/33070-001		
NAME OF SUBMITTER:	Derek Settle		
Signature:	/Derek Settle/		
Date:	10/16/2009		

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Total Attachments: 2

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O:ANDREW P. HOLLAND, ESQ. COMPANY:285 HAMILTON AVE.

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is by and between Bella-Chic, Inc., a Pennsylvania corporation (the "Assignor"), and Color Image Apparel, Inc., a California corporation (the "Assignee").

WHEREAS, Assignor has adopted, used and is using a mark which is registered on the Principal Register for the name BELLA CHIC (U.S. Registration No. 2803696) for "Clothing, namely, shirts, pants, undergarments and baby clothes, namely, hats, body suits, t-shirts, pants and socks" in International Class 25 (the "BELLA CHIC Mark"); Assignor owns all right, title and interest in and to the BELLA CHIC Mark and the registration thereof;

WHEREAS, pursuant to the terms of that certain Settlement and Assignment Agreement dated as of August 5, 2009, (the "Settlement and Assignment Agreement") between the Assignee and the Assignor, the Assignor has agreed to, among other things, transfer, sell and assign to the Assignee all right, title and interest in and to the BELLA CHIC Mark and the registration thereof; and

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in the Settlement and Assignment Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. The Assignor hereby assigns to the Assignee all right, title, and interest in and to the BELLA CHIC Mark and the registration thereof, together with the goodwill associated therewith, including without limitation all of Assignor's right to sue for and receive all damages from past infringements of the BELLA CHIC Mark, to be held and enjoyed by the Assignee and its successors and assigns.
2. Further Assurances. At the Assignee's request and without further consideration, the Assignor shall execute and deliver to the Assignee such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as the Assignee may reasonably deem necessary or desirable in order more effectively to transfer, convey and assign to the Assignee, and to confirm the Assignee's title to, the BELLA CHIC Mark and the registration thereof, and, to the fullest extent permitted by Law, to put the Assignee in actual possession and operating control of the BELLA CHIC Mark and the registration thereof, and otherwise to cause the Assignor to fulfill its obligations under this Assignment.
3. Authorization. The Assignor authorizes the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the BELLA CHIC Mark and the registration thereof.

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4. Successors and Assigns. This Assignment shall bind and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns.

5. Counterparts. This Assignment may be executed in one or more counterparts, or by the parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but both of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile shall be effective as delivery of a manually executed counterpart of this Assignment.

6. Governing Law. This Assignment shall be construed by and governed in accordance with the Laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the Laws of any jurisdiction other than the State of California.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the last date signed by the parties below and the Assignment shall be effective simultaneously.

BELLA-CIHC, INC.

COLOR IMAGE APPAREL, INC.





By: Bonnie Blinberger-Benedetti

By: Marco DeGeorge

Its: General President

Its: Co-President

Date: 8/16/09

Date: 10/16/09

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