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TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
Bonnie Blimegger-Benedetto		10/16/2009	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	Color Image Apparel, Inc.
Street Address:	6670 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:	2806739	BELLA-CHIC TEASE

CORRESPONDENCE DATA

Fax Number: (650)325-5572
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (650) 327-4200
Email: aholland@thoits.com
Correspondent Name: Andrew P. Holland, Esq.
Address Line 1: 285 Hamilton 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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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is by and between Bonnie Blimegger-Benedetto, an individual with an address located at 12201 Cornerstone Drive, Yardley Pennsylvania 19067 18940 (the "Assignor"), and Color Image Apparel, Inc., a California corporation (the "Assignee").

WHEREAS, Assignor has adopted and has used a mark which is registered on the Principal Register for the name BELLA-CHIC TEASE (U.S. Registration No. 2806739) for "Women's and children's shirts, hats, pants, pajamas, undergarments, socks and layettes" in International Class 25 (the "BELLA-CHIC TEASE Mark"); Assignor owns all right, title and interest in and to the BELLA-CHIC TEASE 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 TEASE 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 TEASE 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 TEASE 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 TEASE 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 TEASE 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 TEASE 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.

BONNIE BLIMEGGER-BENEDETTO

COLOR IMAGE APPAREL, INC.



Bonnie Blimegger-Benedetto



By: Marco DeGeorge
Its Co-President

Date: 8/16/09

Date: 10/16/09

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