

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Assignment of Security Interest	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Capstone Capital Group I, LLC		11/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
Capstone Business Credit, LLC		11/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Piacenza Designs, Inc.		
Street Address:	1350 Avenue of the Americas		
Internal Address:	24th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3243498	OPTIONS BY SHANI	
Registration Number:	3350916	SHANI	
CORRESPONDENCE DATA			
Fax Number:	(212)894-5765		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2129406365		
Email:	bret.danow@kattenlaw.com		
Correspondent Name:	Bret J. Danow		
Address Line 1:	575 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022-2585		
ATTORNEY DOCKET NUMBER:	342022-00001		

CH \$65.00 3243498

NAME OF SUBMITTER:	Bret J. Danow
Signature:	/s/
Date:	12/08/2009
Total Attachments: 5 source=SHANI#page1.tif source=SHANI#page2.tif source=SHANI#page3.tif source=SHANI#page4.tif source=SHANI#page5.tif	

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered into as of November 30, 2009 (the "Effective Date"), by and among CAPSTONE BUSINESS CREDIT, LLC, a Delaware limited liability company having its principal place of business at 1350 Avenue of the Americas, 24th Floor, New York, NY 10019 ("Capstone Business"), CAPSTONE CAPITAL GROUP I, LLC a Delaware limited liability company having its principal place of business at 1350 Avenue of the Americas, 24th Floor, New York, NY 10019 ("Capstone Capital" and together with "Capstone Business", collectively "Assignors") and PIACENZA DESIGNS, INC., a Delaware corporation having its principal place of business at 1350 Avenue of the Americas, 24th Floor, New York, NY 10019 ("Piacenza" or the "Assignee").

RECITALS

WHEREAS, Capstone Business is party to that certain Factoring Agreement, dated December 18, 2008, by and between Capstone Business and Shani Collection, Inc. (the "Factoring Agreement") and Capstone Capital is party to that certain Purchase Order Financing Agreement, dated December 18, 2008, by and between Capstone Capital and Shani Collection, Inc. (the "Financing Agreement" and together with the "Factoring Agreement", any documents, instruments and agreements, executed and/or delivered in connection therewith, as amended, modified, supplemented, extended, renewed, restated or replaced, collectively, the "Loan Documents"), a copy of each of the Factoring Agreement and the Financing Agreement is attached hereto as Exhibit A. (All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Documents);

WHEREAS, pursuant to the terms and conditions of the Loan Documents the Assignors have advanced moneys (as more fully described in the Loan Documents) (collectively, the "Loans") to Shani Collection, Inc. (the "Borrower");

WHEREAS, the Assignors desire to assign all of their right, title and interest in, and to the Loans under the Loan Documents to the Assignee as of the Effective Date, and the Assignee desires to accept such assignment of the Loans by the Assignors hereunder; and

NOW, THEREFORE, the Assignee and the Assignors, in consideration for the foregoing premises and other good and valuable consideration, hereby agree as follows:

1. Assignment. For an agreed consideration described below, as of the Effective Date, the Assignors hereby assign to the Assignee all of the Assignor's right, title and interest in, and to the Loans under the Loan Documents.
2. Assumption. For an agreed consideration described below, as of the Effective Date, the Assignee hereby accepts such assignment of the Loans, and assumes those obligations of the Assignors under the Loan Documents
3. Consideration: No Assignor shall be entitled to any cash consideration for the Loans. The sole consideration for the Loans shall be the issuance of 148 shares of Piacenza

common shares, no par value (the "Equity"). Each of the Assignors shall be entitled to receive an equal amount of the Equity set forth above.

4. Conflicts. Nothing contained in this Assignment shall be deemed to modify, limit, expand or amend any of the respective rights or obligations of the Assignors or the Assignee under the Loan Documents. In the event of any conflict or ambiguity between the terms hereof and the Loan Documents, the terms of the Loan Documents shall govern and be controlling.

5. No Third Party Beneficiary. Nothing expressed or implied in this Assignment is intended, or shall be construed, to confer upon or give any person other than the parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Assignment.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Governing Law; Jurisdiction. This Assignment has been entered into and shall be construed and enforced in accordance with the laws of the State of New York without reference to the choice of law principles thereof. Each party hereto agrees that any action, proceeding or claim it commences against any other party pursuant to this Assignment shall be brought in the state or federal courts located in the County of New York in the State of New York, and each party hereby irrevocably submits to the jurisdiction of such courts in New York. Each party irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court, any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum and the right to object, with respect to any such suit, action or proceeding brought in any such court, that such court does not have jurisdiction over such party. In any such suit, action or proceeding, each party waives, to the fullest extent it may effectively do so, personal service of any summons, complaint or other process and agrees that the service thereof may be made by certified or registered mail, addressed to such party at its address set forth on the signature pages hereto (or at such other addresses as shall be specified by the parties by like notice). Each party agrees that a final non-appealable judgment in any such suit, action or proceeding brought in such a court shall be conclusive and binding.

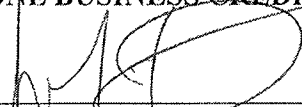
8. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The parties hereto shall endeavor to deliver originally signed copies of this Assignment; provided, however, that in the interest of expediency, the parties hereto may deliver executed copies of this Assignment by facsimile, and each such facsimile executed copy shall be binding on and enforceable against the party delivering such facsimile copy.

[Signature Page Follows]


IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

ASSIGNORS:

CAPSTONE BUSINESS CREDIT, LLC

By: 
Name: Joseph F. Ingrassia
Title: Managing Member

CAPSTONE CAPITAL GROUP I, LLC

By: 
Name: Joseph F. Ingrassia
Title: Managing Member

ASSIGNEE:

PIACENZA DESIGNS, INC.

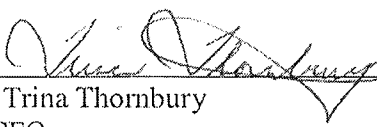
By: 
Name: Trina Thornbury
Title: CFO

Exhibit A

See attached Factoring and Purchase Order Financing Agreements

SCHEDULE I

INTELLECTUAL PROPERTY

U.S. Trademark Registrations

<u>Registr. No.</u>	<u>Mark</u>
3243498	Options by Shani
3350916	Shani

**Incorporated by Reference from the
Purchase Order Financing Agreement**

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Schedule I-1