

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Simon International Trading Corp.		12/21/2009	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mays TFJ Realty L.L.C.		
<b>Street Address:</b>	112 West 34th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10120		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW YORK		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3502100	2-YOU BABY	
Registration Number:	3083300	KIDDY LOVE	
Registration Number:	3083299	TRENDY GIRL	
Registration Number:	3313209	BABY BOXER	
Registration Number:	3705691	CITY INK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(732)634-3511		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	732-634-3520		
<b>Email:</b>	jsutton@ezrasutton.com		
<b>Correspondent Name:</b>	Joseph Sutton		
<b>Address Line 1:</b>	900 Route 9		
<b>Address Line 2:</b>	Suite 201		
<b>Address Line 4:</b>	Woodbridge, NEW JERSEY 07095		
<b>ATTORNEY DOCKET NUMBER:</b>	SIMON 9.0-001		

CH \$140.00 3502100

NAME OF SUBMITTER:	Joseph Sutton
Signature:	/Joseph Sutton/
Date:	12/31/2009
<b>Total Attachments: 3</b> source=Executed and Notarized Assignment from Simon to Mays TFJ#page1.tif source=Executed and Notarized Assignment from Simon to Mays TFJ#page2.tif source=Executed and Notarized Assignment from Simon to Mays TFJ#page3.tif	

**U.S. TRADEMARK ASSIGNMENT**

WHEREAS, Simon International Trading Corp., (hereinafter “Assignor”), a New York corporation, with offices at 112 West 34<sup>th</sup> Street, New York, New York 10120 is the owner of the entire right, title, and interest in and to the following trademarks, U.S. trademark applications, and U.S. trademark registrations, and the goodwill associated with the business and symbolized by the marks therewith:

<b><u>Mark</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>
<b>2 - YOU BABY</b>	<b>3,502,100</b>	<b>September 16, 2008</b>
<b>KIDDY LOVE</b>	<b>3,083,300</b>	<b>April 18, 2006</b>
<b>TRENDY GIRL</b>	<b>3,083,299</b>	<b>April 18, 2006</b>
<b>BABY BOXER</b>	<b>3,313,209</b>	<b>October 16, 2007</b>
<b>CITY INK</b>	<b>3,705,691</b>	<b>November 3, 2009</b>

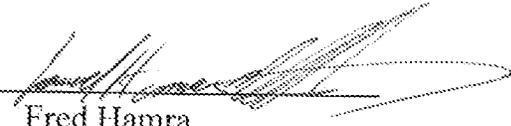
WHEREAS, Mays TFJ Realty, L.L.C. (hereinafter “Assignee”), a New York Limited Liability Company, having a place of business at 112 West 34<sup>th</sup> Street, New York, New York 10120 , is desirous of acquiring the entire right, title, and interest in and to said trademarks, U.S. trademark applications, and U.S. trademark registrations, and the goodwill of the marks and business associated therewith;

NOW, THEREFORE, for good and valuable consideration, and in exchange for the sum of \$1.00, receipt of which is hereby acknowledged, Assignor does hereby assign and

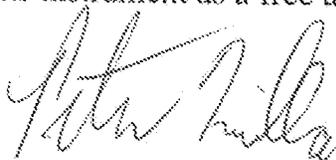
transfer to **Assignee** all of its rights, title, and interest in and to said trademarks, trademark applications, and trademark registrations, together with that part of the goodwill of the business associated with the use of and symbolized by said marks; as well as the right to sue for past infringement. Assignor represents and warrants that it is the sole owner of the marks; that the marks and associated applications and registrations are valid and in full force and effect; and that said marks are assigned free of any claims, liens, security interests or other encumbrances. Furthermore, Assignor represents and warrants that it has the sole right to use said marks and to the best of the undersigned's knowledge the marks are not used by any other entity; there are no pending or threatened claims against or associated with the above referenced marks; and said marks do not infringe on the rights of another trademark owner.

**Assignor** agrees to perform all reasonable and proper acts at the request and expense of **Assignee**, which **Assignee** may require in order to vest all of **Assignor's** right, title, and interest in and to said trademarks, U.S. trademark applications, and U.S. trademark registrations in **Assignee** or its successor.

**Simon International Trading Corp.**

By:   
Fred Hamra,  
Pres./Member

On this 21<sup>ST</sup> day of December, 2009, before me appeared the person identified above who signed this instrument, who is authorized to sign this instrument on behalf of the identified corporation or other juristic entity, who being sworn, acknowledged that he signed this instrument as a free act.



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Notary Public

**PETER J. CULLA**  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 07/28/2010

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