

**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>
Wathne, Ltd.		02/05/2010	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wathne USA LLC		
<b>Street Address:</b>	70 West 40th St., 11th Floor		
<b>Internal Address:</b>	c/o KP Acquisition Partners, attn. Ling Kwok		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1570953	WATHNE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)754-0330		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 907-7381		
<b>Email:</b>	rsilverman@golenbock.com		
<b>Correspondent Name:</b>	Robin E. Silverman		
<b>Address Line 1:</b>	437 Madison Avenue		
<b>Address Line 2:</b>	Golenbock Eiseman Assor Bell & Peskoe		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Robin E. Silverman		
<b>Signature:</b>	/Robin E. Silverman/		
<b>Date:</b>	03/22/2010		

OP \$40.00 1570953

**Total Attachments: 4**

source=Wathne\_Trademark\_Assignment#page1.tif

source=Wathne\_Trademark\_Assignment#page2.tif

source=Wathne\_Trademark\_Assignment#page3.tif

source=Wathne\_Trademark\_Assignment#page4.tif

## ASSIGNMENT OF TRADEMARKS, SERVICE MARKS AND TRADE NAMES

ASSIGNMENT made, effective as of February 5, 2010 (the "*Effective Date*"), between Wathne, Ltd., a New York corporation ("*Assignor*"), with an address at 156 West 56th Street, New York, New York 10019 and Wathne USA LLC, a Delaware limited liability company ("*Assignee*"), with an address at c/o KP Acquisition Partners, LLC, 70 West 40<sup>th</sup> Street, 11<sup>th</sup> Floor, New York, New York 10018, Attention: Ling Kwok,

WHEREAS, Assignor, Assignee and other are parties to that certain Contribution Agreement dated as of the Effective Date (the "Contribution Agreement"), relating to the conveyance to Assignee of all right, title, and interest in and to the trademark, trademark applications and trademark registrations set forth on Schedule A appended hereto (collectively, the "*Trademark*").

NOW, THEREFORE, pursuant to the terms and conditions of the Contribution Agreement, and for good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged,

Assignor hereby irrevocably assigns, transfers and conveys effective as of the Effective Date to Assignee and its successors and assigns, all right, title and interest, in and to the Trademark, free from all liens, restrictions and limitations, other than Permitted Encumbrances, as defined in the Contribution Agreement, together with all goodwill associated with all such Trademark, any and all registrations and applications therefor, any renewals thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademark, all causes of action (in law and/or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, misappropriation, dilution or other violation of the rights in the Trademark assigned to Assignee hereunder.

TO HAVE AND TO HOLD the aforementioned properties, assets and rights unto Assignee, its successors and assigns, to and for its use forever.

1. Assignor represents and warrants that it has not sold, licensed, assigned, pledged, granted any lien on or security interest in, or otherwise transferred or encumbered any rights in the Trademark to any person or entity (other than Permitted Encumbrances, as defined in the Contribution Agreement), and further represents and warrants that there is no claim, action, suit, proceeding, arbitration or investigation pending or threatened, against or affecting the Trademark.

2. Assignor shall promptly, upon the request of Assignee and/or its successors and assigns, execute such other documents and/or instruments of assignment, transfer and conveyance as Assignee and/or its successors and assigns may legally request to permit the recordation of the assignment made by this instrument or of any other documents Assignee or any of its successors or assigns may reasonably deem necessary or advisable to effectuate the terms and intent of this Assignment.

3. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

4. In the event that any provision of this Trademark Assignment shall be construed to conflict with a provision of the Contribution Agreement, the provision in the Contribution Agreement shall be deemed controlling.

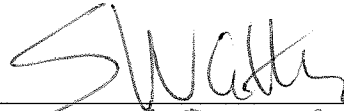
5. This Trademark Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

\* \* \*


**[balance of page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered by its duly authorized representative as of the date first above written.

WATHNE, LTD., a New York corporation

By:   
Name: Sofia Wathne  
Title: President

WATHNE USA LLC, a Delaware limited liability company

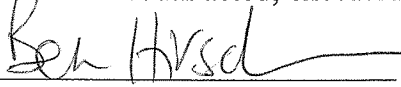
By:   
Name: Noah Smith  
Title: Treasurer & Secretary

ACKNOWLEDGEMENT

State of New York )  
County of New York ) ss:

*Sofia Wathne*

On the 5<sup>th</sup> day of February in the year 2010 before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her official capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

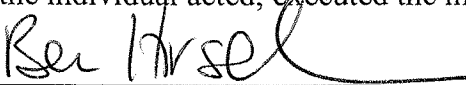
  
Notary Public

BEN HIRSCHLER  
Notary Public, State of New York  
No. 01HI6141419  
Qualified in Bronx County  
Commission Expires February 21, 2010

State of New York )  
County of New York ) ss:

*Noah Smith*

On the 5<sup>th</sup> day of February in the year 2010 before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her official capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

BEN HIRSCHLER  
Notary Public, State of New York  
No. 01HI6141419  
Qualified in Bronx County  
Commission Expires February 21, 2010

**SCHEDULE A**

**REGISTERED**

<u>TRADEMARK</u>	<u>REGISTRATION#</u>	<u>DATE OF REG.</u>
WATHNE	1570953	December 12, 1989

**COMMON LAW**

WATHNE – solely for ladies handbags, luggage, belts, small leather goods, and/or cosmetic boxes