

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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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
Shenanigans Knits, Ltd.		03/23/2010	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Honey Fashions, Ltd.		
Street Address:	1407 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1605646	COLLEEN'S COLLECTABLES	
CORRESPONDENCE DATA			
Fax Number:	(212)806-2560		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-806-5400		
Email:	tm@stroock.com		
Correspondent Name:	Joseph Diamante		
Address Line 1:	180 Maiden Lane		
Address Line 2:	Stroock & Stroock & Lavan LLP		
Address Line 4:	New York, NEW YORK 10038-4982		
ATTORNEY DOCKET NUMBER:	002175/0085		
NAME OF SUBMITTER:	Joseph Diamante		
Signature:	/joseph diamante/		
Date:	03/23/2010		

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TRADEMARK  
 REEL: 004172 FRAME: 0781

Total Attachments: 2

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**TRADEMARK**

**REEL: 004172 FRAME: 0782**

### ASSIGNMENT OF TRADEMARK

WHEREAS, Shenanigans Knits, Ltd., a New York Corporation, (hereinafter referred to as "ASSIGNOR"), is the owner of the trademark and the record owner of Trademark Registration No. 1,605,646 for the mark COLLEEN'S COLLECTABLES (hereinafter collectively referred to as the "TRADEMARK");

WHEREAS, Honey Fashions, Ltd., a New York Corporation, located and doing business at 1407 Broadway, New York, New York 10018 (hereinafter referred to as "ASSIGNEE"), did acquire all of the rights, title and interest of ASSIGNOR in, to and under the TRADEMARK, together with the portion of the goodwill of the business associated with the TRADEMARK;

NOW THEREFORE, for good and valuable consideration by it received, the said ASSIGNOR confirms that as of January 27, 2004, it had sold, assigned and set over unto the said ASSIGNEE all its rights, title and interest in and to the aforesaid TRADEMARK and the registrations relating thereto, together with the goodwill, with the intent that such TRADEMARK and registrations shall be fully vested in the said ASSIGNEE, its successors and assigns, as and from January 27, 2004.

ASSIGNOR acknowledges that upon execution of this Assignment, ASSIGNEE shall be the exclusive owner of the TRADEMARK and the portion of the goodwill associated therewith; and

ASSIGNOR did also hereby sell, assign, transfer and set over unto ASSIGNEE, its successors, legal representatives and assigns all claims for damages by reason of past infringement of the TRADEMARK, the right to sue for and collect the same for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives; and

ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any country foreign to the United States, whose duty it is to record trademark registrations, applications and title thereto, to record the TRADEMARK and title thereto as the property of the ASSIGNEE, its successors, legal representatives and assigns in accordance with the terms of this instrument.

IN WITNESS WHEREOF, the parties have hereunto executed this instrument under the hands of their proper officers duly authorized in that behalf.

SHENANIGANS KNITS, LTD.

Dated: March 23, 2010

By: Kathleen Rendell  
Name: Kathy Rendell  
Title: President