

**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>
Promgirl, LLC		04/01/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PROM, LLC		
<b>Street Address:</b>	311 Fawn Hill Lane		
<b>City:</b>	Narberth		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19072		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78875998	PROMGIRL	
<b>Serial Number:</b>	78875929	PROMGIRL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(973)424-2001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	973-424-2064		
<b>Email:</b>	sogoldsmith@duanemorris.com		
<b>Correspondent Name:</b>	Susan Okin Goldsmith		
<b>Address Line 1:</b>	744 Broad Street		
<b>Address Line 2:</b>	Duane Morris LLP/Suite 1200		
<b>Address Line 4:</b>	Newark, NEW JERSEY 07102		
<b>ATTORNEY DOCKET NUMBER:</b>	N1424-00003		
<b>NAME OF SUBMITTER:</b>	Susan Okin Goldsmith		
<b>Signature:</b>	/Susan Goldsmith/		

CH \$65.00 78875998

**TRADEMARK**

Date:

04/16/2010

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of April 1, 2010, is entered into by and between Promgirl, LLC, a Delaware limited liability company ("Assignor"), in favor of PROM, LLC, Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Joint Venture Operating Agreement, dated as of March 31, 2010 (the "JV Agreement"), concerning Assignor's assignment of PROMGIRL, U.S. Application No. 78875998, and PROMGIRL (and Design), U.S. Application No. 78875929, both for electronic retailing services via computer featuring perfume, cosmetic products, beauty products, and make-up products, retail stores featuring perfume, cosmetic products, beauty products, and make-up products (based on intent-to-use), and for on-line retail store services featuring clothing, namely, dresses, blouses, skirts, shirts, pants, jeans, jumpsuits, overalls, and accessories, namely shoes and handbags; retail clothing stores (based on use in commerce), together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith and all applications, registrations and renewals in connection therewith (the "Trademarks") ;

WHEREAS, pursuant to the JV Agreement, the Trademarks and the associated goodwill are to be assigned to Assignee.

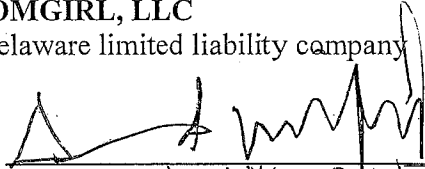
NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the JV Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby grants, sells, conveys, assigns, sets over, transfers and delivers unto Assignee, to have, and to hold forever, all of Assignor's right, title and interest in the Trademarks Assignor warrants and represents that all statements in the applications for registration of the Trademarks are, and were at the time made, true and correct.
2. Assignor authorizes and requests the United States Commissioner for Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademark, and issue any and all registrations thereon to Assignee, as assignee of all of Assignor's right, title and interest in, to and under the Trademark, for the sole use and enjoyment of Assignee.
3. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

4. To the extent any term or provision herein is inconsistent with the JV Agreement, the terms and provisions of the JV Agreement shall control.

**IN WITNESS WHEREOF**, the parties hereto have caused this Trademark Assignment to be duly executed and delivered as of the date first set forth above.

**PROMGIRL, LLC**  
a Delaware limited liability company

By:   
Name: David Wilkenfeld  
Title: President

**PROM, LLC**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

4. To the extent any term or provision herein is inconsistent with the JV Agreement, the terms and provisions of the JV Agreement shall control.

**IN WITNESS WHEREOF**, the parties hereto have caused this Trademark Assignment to be duly executed and delivered as of the date first set forth above.

**PROMGIRL, LLC**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PROM, LLC**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Sobira Adriaan  
Title: MANAGER