

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	LICENSE		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ooh La La LLC		11/14/2010	LIMITED LIABILITY COMPANY: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ooh! La La! Ladies Consignment Boutique, Inc.		
<b>Street Address:</b>	16908 Timberlakes Drive		
<b>City:</b>	Ft. Myers		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33908		
<b>Entity Type:</b>	CORPORATION: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3040209	OOH LA LA	
Registration Number:	3162391	OOH LA LA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(419)874-1130		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(419) 874-1100		
<b>Email:</b>	firm@fraser-ip.com		
<b>Correspondent Name:</b>	Richard G. Martin		
<b>Address Line 1:</b>	28366 Kensington Lane		
<b>Address Line 4:</b>	Perrysburg, OHIO 43551		
<b>ATTORNEY DOCKET NUMBER:</b>	1-41345		
<b>NAME OF SUBMITTER:</b>	Richard G. Martin		
<b>Signature:</b>	/richard g. martin/		

**CH \$65.00 3040209**

Date:

11/23/2010

**Total Attachments: 3**

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**TRADEMARK LICENSE AGREEMENT**

**THIS AGREEMENT** is entered into effective this 15th day of November, 2010 by and between Ooh La La LLC, an Alabama limited liability company with offices at 11201 Thistle Road, Fairhope, Alabama 36532 (LICENSOR), and Ooh La La! Ladies Consignment Boutique, Inc., a Florida corporation with offices at 16908 Timberlakes Drive, Ft. Myers, Florida 33908 ("LICENSEE").

**WITNESSETH:**

**WHEREAS**, LICENSOR is the owner of the trademarks and trademark registrations identified as follows (the Trademarks):

1. U.S. Trademark Reg. No. 3,040,209  
OOH LA LA
2. U.S. Trademark Reg. No. 3,162,391  
OOH LA LA

and

**WHEREAS**, LICENSEE desires to obtain from LICENSOR a license to use the Trademarks as set forth herein; and

**WHEREAS**, LICENSOR has the authority to grant to LICENSEE the license specified herein; and

**NOW, THEREFORE**, the parties agree as follows.

**1. LICENSE GRANT**

In exchange for the license fee set forth below, LICENSOR hereby grants to LICENSEE a paid-up, exclusive license to use the Trademarks in association with LICENSEE'S store(s) in Lee and Collier County, Florida and on LICENSEE'S web site.

**2. TERM OF THE AGREEMENT**

This Agreement shall be in full force and effect commencing on the date of execution by both parties, and shall extend until terminated in accordance with this Agreement.

**3. LICENSE PAYMENT**

**4. NOTICES, QUALITY CONTROL & SAMPLES**

A. The goods and services of LICENSEE shall be of a high quality comparable to those of the LICENSOR. LICENSEE agrees to provide samples of its goods and its service advertising on request of LICENSOR for purposes of quality control.

B. LICENSEE agrees that its use of the Trademarks inures to the benefit of LICENSOR and that the LICENSEE shall not acquire any rights in the LICENSOR'S Trademarks. The parties agree that they will not challenge the right of the other to use their respective marks.

*JM*

**5. TERMINATION**

This Agreement may be terminated by either party upon thirty (30) days written notice for breach of a material provision of this Agreement by the other party, provided that the other party does not cure the breach within that time period.

**6. JURISDICTION & DISPUTES**

This Agreement shall be governed in accordance with the laws of the State of Alabama, United States of America.

**7. AGREEMENT BINDING ON SUCCESSORS**

The provisions of this Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors and assigns.

**8. WAIVER**

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

**9. SEVERABILITY**

If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

**10. NO JOINT VENTURE**

Nothing contained herein shall constitute this arrangement to be employment, a joint venture or a partnership.

**11. ASSIGNABILITY**

This Agreement and the licenses granted hereunder may not be assigned by LICENSEE unless in connection with a transfer of substantially all of the assets of LICENSEE or with the consent of LICENSOR, which consent shall not be unreasonably withheld or delayed.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

Ooh La La LLC  
LICENSOR

Ooh La La Ladies Consignment Boutique, Inc.  
LICENSEE

By: Traci Macaro

By: Jim Bryant

Title: Member

Title: President

Date: 11/14/10

Date: 11-9-10

November 9, 2010

Ooh la la! Ladles Consignment Boutique, Inc. agrees to pay Ooh la la LLC, in Alabama [REDACTED]  
[REDACTED] for any other store or stores they might open in Lee or Collier Counties, Florida.  
Royalty check will be do at time of opening the new store.

Ooh la la LLC

Ooh la la! Ladles Consignment Boutique, Inc.

Licensors

Licensee

By Traci Macario  
Title Member  
Date 11-14-10

By Jean Bryant  
Title President  
Date 11-9-10