

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Star City Acquisition, LLC		12/13/2006	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Star City Licensing, LLC		
Street Address:	530 7th Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3026643	STAR JEANS	
Registration Number:	2901464	TROUSERS UP	
Registration Number:	3052025	STAR CITY	
Registration Number:	2906118	STAR CLOTHING	
Registration Number:	1646901	STAR C.C.C. CITY CLOTHING CO.	
Registration Number:	3075465	STAR JEANS	
CORRESPONDENCE DATA			
Fax Number:	(212)643-6500		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-643-7000		
Email:	pto@sillscummis.com		
Correspondent Name:	Sills Cummis & Gross P.C.		
Address Line 1:	One Rockefeller Plaza		
Address Line 2:	25th Floor, IP Dept.		
Address Line 4:	New York, NEW YORK 10020		

CH \$165.00 3026643

ATTORNEY DOCKET NUMBER:	09910001.000002
NAME OF SUBMITTER:	Edward Longobardi
Signature:	/Edward Longobardi/
Date:	12/29/2010
Total Attachments: 3 source=Trademark Assignment to Star City Licensing, LLC#page1.tif source=Trademark Assignment to Star City Licensing, LLC#page2.tif source=Trademark Assignment to Star City Licensing, LLC#page3.tif	

ASSIGNMENT OF MARKS

This Assignment of Marks (this "Assignment") is made and entered into on this 13th day of December, 2006, by Star City Acquisition, LLC an New York limited liability company with an address at 1407 Broadway, New York New York 10018 ("Assignor") and Star City Licensing, LLC a New York limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks, including any and all trademark registrations and applications for the same, identified in Schedule 1 and all common law rights in same, including all of the goodwill associated therewith (collectively, the "Marks");

WHEREAS, Assignee desires to acquire all rights to the Marks throughout the world and the registrations and applications for same.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby sells, assigns and transfers over to Assignee Assignor's entire right, title and interest in and to the Marks throughout the world, including all of the goodwill associated with the Marks, the same to be held by Assignee, its successors, assigns and other legal representatives.
2. Further Actions. Assignor and Assignee, at another party's request and without further consideration, shall use all reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable laws, including obtaining any necessary consents or approvals from, or making any necessary filings with, any domestic or foreign regulatory agencies, and execute, acknowledge and deliver such documents and other papers, as may be required to carry out the provisions of this Assignment and consummate and make effective the transactions contemplated by this Assignment.
3. Successors and Assigns. All of the terms and conditions hereof shall be for and inure to the benefit of and shall bind the respective parties hereto and their successors and assigns.
4. Subject to Purchase Agreement. This Assignment is subject to the terms and conditions of the Purchase Agreement.
5. Captions. The captions in this Assignment are inserted for convenience of reference only and shall not be considered in construing and enforcing this Assignment.


6. Amendment. This Assignment may not be amended except by an instrument in writing signed by each of the parties hereto. No supplement, alteration or modification of this Assignment shall be binding unless executed in writing by the parties hereto.
7. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile counterpart of this Assignment shall be sufficient to bind a party hereto to the same extent as an original.
8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its principles of conflicts of laws.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

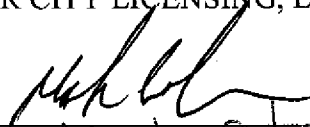
ASSIGNOR:

STAR CITY ACQUISITION, LLC

By: 
Name: Darren Cohen
Title: Member

ASSIGNEE:

STAR CITY LICENSING, LLC

By: 
Name: Mark Cohen
Title: Member