

**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>
Bevan Manufacturing Corporation		12/30/2010	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Costume Gallery, Inc.		
<b>Street Address:</b>	4451 Route 130 South		
<b>City:</b>	Burlington		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08016		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2608969	COSTUME GALLERY	
Registration Number:	3487202	COSTUME GALLERY	
Registration Number:	3039670	DANCESPIRATIONS	
Registration Number:	3039671	DANCESPIRATIONS	
Serial Number:	85026044	HOLIDAZZLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-862-6371		
<b>Email:</b>	renee.prescan@kirkland.com		
<b>Correspondent Name:</b>	Renee Prescan		
<b>Address Line 1:</b>	300 North LaSalle Street		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		

**CH \$140.00 2608969**

ATTORNEY DOCKET NUMBER:	28653-44 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	01/18/2011
<b>Total Attachments: 6</b> source=Bevan-Costume_Trademark Assignment (EXECUTED)_(18141795_4)#page1.tif source=Bevan-Costume_Trademark Assignment (EXECUTED)_(18141795_4)#page2.tif source=Bevan-Costume_Trademark Assignment (EXECUTED)_(18141795_4)#page3.tif source=Bevan-Costume_Trademark Assignment (EXECUTED)_(18141795_4)#page4.tif source=Bevan-Costume_Trademark Assignment (EXECUTED)_(18141795_4)#page5.tif source=Bevan-Costume_Trademark Assignment (EXECUTED)_(18141795_4)#page6.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is executed and delivered this 30<sup>th</sup> day of December, 2010 by Bevan Manufacturing Corporation, a New Jersey corporation ("Assignor"), to Costume Gallery, Inc., a Delaware corporation ("Assignee").

### BACKGROUND

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated the date hereof (the "Purchase Agreement") pursuant to which, among other things, Assignee is acquiring from Assignor certain assets of Assignor;

WHEREAS, this Trademark Assignment is being executed and delivered to effect the transfer to Assignee of certain Trademarks (as defined below); and

WHEREAS, capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, Assignor hereby covenants and agrees as follows:

1. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, (i) the trademarks registered or applied for in the name of Assignor with the United States Patent and Trademark Office which are listed on Schedule A hereto and the associated trademark applications and registrations therefore, (ii) such other trademarks, service marks, trade names, corporate names, and assumed names as may be owned by the Assignor, whether registered or unregistered, including the mark "Bevan" (collectively, the "Trademarks"), (iii) any registrations and applications for the Trademarks, any renewals and extensions of such registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, (iv) the goodwill associated with all of the foregoing, and (v) all income, royalties or payments due or payable as of the date of this Assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives,. Assignor acknowledges and agrees that Assignee is a successor to all of Assignor's business to which the Trademarks relate.

2. Further Assurances. Assignor, for itself and its successors and assigns, hereby agrees with Assignee, its successors and assigns, that Assignor will do, execute and deliver or will cause to be done, executed and delivered all such further acts, transfers, assignments, conveyances, powers of attorney and assurances (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) as Assignee and its successors and assigns may

reasonably request in order to better assure, convey and confirm unto Assignee, its successors and assigns, each of the Trademarks hereby sold, conveyed, assigned and delivered to Assignee or in order to more fully and effectively effectuate the purposes of this Assignment. With this Assignment, Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.

3. Asset Purchase Agreement. The execution and delivery of this Assignment shall not be (or be deemed) a waiver or discharge of any representation, warranty, covenant, or agreement of Assignor or Assignee in or under the Purchase Agreement, and such execution and delivery shall not be deemed a modification of any provision of the Purchase Agreement in any respect. In the event of any conflict or inconsistency between the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall control.

4. Headings. Section headings contained in this Assignment are solely for the convenience of reference and shall not affect the meaning or interpretation of this Assignment or of any term or provision hereof.

5. Governing Law. All questions relating to the validity, construction and interpretation of this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the choice-of-law rules of this or any other jurisdiction to the contrary.

6. Amendments. Neither this Agreement nor any terms hereof may be terminated, amended, supplemented or modified orally, but only by an instrument in writing signed by Assignor and Assignee.

7. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding upon, Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the date first written above.

BEVAN MANUFACTURING CORPORATION

By: Ellen Ferreira  
Name: Ellen Ferreira  
Title: President

COSTUME GALLERY, INC.

By: \_\_\_\_\_  
Name: Scott L. Gwilliam  
Title: Vice President

*[Signature Page to Trademark Assignment]*


TRADEMARK  
REEL: 004455 FRAME: 0511

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the date first written above.

**BEVAN MANUFACTURING CORPORATION**

By: \_\_\_\_\_  
Name: Ellen Ferreira  
Title: President

**COSTUME GALLERY, INC.**

By:  \_\_\_\_\_  
Name: Scott L. Cwilliam  
Title: Vice President

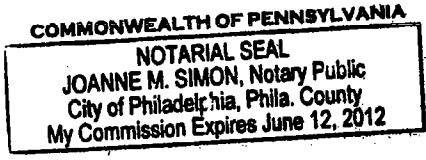
*[Signature Page to Trademark Assignment]*

STATE OF PENNSYLVANIA )  
 )  
COUNTY OF PHILADELPHIA )

ss.:

On this 30<sup>th</sup> day of December \_\_, 2010, before me personally appeared Ellen Ferreira, to be known to be the person who executed the foregoing Trademark Assignment, who being by me duly sworn, deposes and says that he resides at 216 Laurel Lane, Mount Laurel, New Jersey, 08054 and is the President of Bevan Manufacturing Corporation, a New Jersey corporation, which executed the foregoing Trademark Assignment as Assignor.



*Joanne M. Simon*  
Notary Public



**SCHEDULE A**

**REGISTERED AND PENDING TRADEMARKS**

Registered Trademarks:

<b>Trademark</b>	<b>Trademark No.</b>	<b>Date Registered</b>
COSTUME GALLERY	2,608,969	August 20, 2002
	3,487,202	August 19, 2008
DANCEPIRATIONS	3,039,670	January 10, 2006
	3,039,671	January 10, 2006

Pending Applications for Registration of Trademarks:

<b>Trademark</b>	<b>Assigned Serial Number</b>	<b>Application Date</b>
HOLIDAZZLE	85/026,044	April 29, 2010