

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
Kemistre 8, LLC		01/18/2011	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	5 Star Apaprel, LLC
Street Address:	31 West 34th Street
Internal Address:	3rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2849405	PRPS
Registration Number:	2978238	AKADEMIKS STADIUM
Registration Number:	2695968	AKADEMIK JEANIUS
Registration Number:	2695966	A AKADEMIKS
Registration Number:	2781869	LITTLE "A" LOGO
Registration Number:	2802261	AKADEMIKS
Registration Number:	2791122	AKDMKS
Registration Number:	3278407	A
Registration Number:	3278406	AKDMKS
Registration Number:	2564126	A AKADEMIKS

CORRESPONDENCE DATA

Fax Number: (212)244-3808

900181733

**TRADEMARK
 REEL: 004456 FRAME: 0378**

OP \$265.00 2849405

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6462733229
Email: dbellizio@ovedapparel.com
Correspondent Name: Daniel Bellizio
Address Line 1: 31 West 34th Street
Address Line 2: 3rd Floor
Address Line 4: New York, NEW YORK 10001

NAME OF SUBMITTER:	Daniel Bellizio
Signature:	/Daniel Bellizio/
Date:	01/19/2011

Total Attachments: 9

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TRADEMARK ASSIGNMENT

This Assignment ("Assignment") is made effective as of January 18, 2011, from

KEMISTRE 8, LLC, a limited liability company organized and existing under the laws of the State of New York with its principal place of business at 31 West 34th Street, New York, New York 10001 (being hereinafter referred to as "ASSIGNOR")

to and in favor of

S STAR APPAREL LLC, a limited liability company organized and existing under the laws of the State of New York with its principal place of business at 31 West 34th Street, New York, New York 10001 (being hereinafter referred to as "ASSIGNEE")

WHEREAS, ASSIGNOR is the owner of the trademarks (the "Marks") as described in Exhibit A, attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with the goods on which the Marks are used (the "Products").

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE each and all of the following:

- (1) all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Marks,
- (2) any and all Trademark license agreements granted by ASSIGNOR to third parties, whether now existing or hereafter arising, as any of same may from time to time be amended or supplemented (collectively, the "Licenses"),
- (3) all accounts, contract rights and general intangibles of ASSIGNOR arising under or relating to the Licenses, whether now existing or hereafter arising, including, without limitation, (a) all moneys due and to become due under any License, (b) any damages arising out of or for breach or default in respect of any such License, (c) all other amounts from time to time paid or payable under or in connection with any such License, and (d) the right of ASSIGNOR to terminate any such License or to perform and to exercise all remedies thereunder,

- (4) any claims by ASSIGNOR against third parties, and all proceeds of suits, for infringement of the Trademarks, and the rights to sue for past, present and future infringements and all rights corresponding thereto in the United States;
- (5) as to all of the foregoing (1) through (4) inclusive, any and all cash proceeds, non-cash proceeds and products thereof, additions and accessions thereto, replacements and substitutions therefor, and all related books, records, journals, computer print-outs and data, of ASSIGNOR, together with
- (6) the goodwill of the business relating to the Products, in respect upon which the Marks are used and for which they are registered.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Marks.

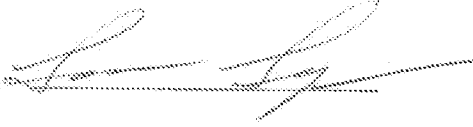
Counterparts. This Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**THIS IS THE LAST PAGE OF THIS DOCUMENT.
THE NEXT PAGE IS THE SIGNATURE PAGE.**

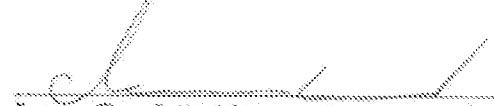
IN WITNESS WHEREOF, ASSIGNOR has duly executed this Assignment, as of the day and year first above written.

WITNESS:

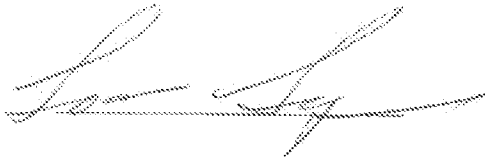
KEMISTRE 8, LLC



By:



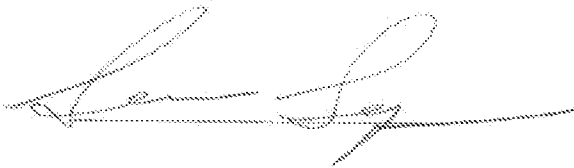
Isaac Oved (in his capacity as one of only six members of KEMISTRE 8, LLC, and together with Ronnie Oved, Raymond Betesh and Elliott Betesh, the controlling members of KEMISTRE 8, LLC)



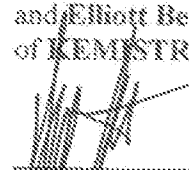
By:




Ronnie Oved (in her capacity as one of only six members of KEMISTRE 8, LLC, and together with Isaac Oved, Raymond Betesh and Elliott Betesh, the controlling members of KEMISTRE 8, LLC)



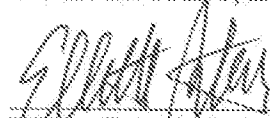
By:



Raymond Betesh (in his capacity as one of only six members of KEMISTRE 8, LLC, and together with Isaac Oved, Ronnie Oved and Elliott Betesh, the controlling members of KEMISTRE 8, LLC)



By:



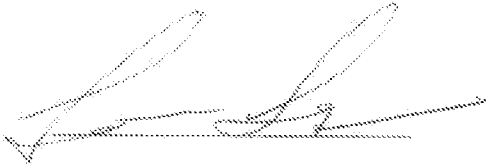
Elliott Betesh (in his capacity as one of only six members of KEMISTRE 8, LLC, and together with Isaac Oved, Ronnie Oved and Raymond Betesh, the controlling members of KEMISTRE 8, LLC)

ACCEPTANCE BY 5 STAR APPAREL LLC

5 STAR APPAREL LLC, a limited liability company organized and existing under the laws of the State of New York with its principal place of business at 31 West 34th Street, New York, New York 10001 and named above as "Assignee" hereby accepts the foregoing Assignment from KEMISTRE 8, LLC.

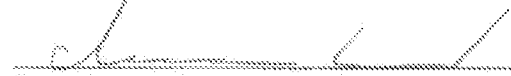
IN WITNESS WHEREOF, ASSIGNEE has duly executed this Acceptance of Assignment, as of January 19, 2011, the day and year first above written in the Assignment.

WITNESS:



5 STAR APPAREL LLC

By:


Isaac Oved (in his capacity as one of only two members of 5 STAR APPAREL LLC)

By:



Raymond Betesh (in his capacity as one of only two members of 5 STAR APPAREL LLC)

EXHIBIT A

List of Assigned Trademark Registrations

Mark	Registration No.
PRPS	2849405
AKADEMIKS STADIUM	2978238
AKADEMIK JEANIUS	2695968
AKADEMIKS	2695966
Little "A" Logo	2781869
AKADEMIKS	2802261
AKDMKS	2791122
A	3278407
AKDMKS	3278406
A Akademiks	2564126

ACKNOWLEDGMENT OF ISAAC OVED
(Acknowledgment Taken Within New York State)

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On January 18, 2011, before me, the undersigned, personally appeared ISAAC OVED, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) on behalf of which the individual(s) acted, executed the instrument.



Notary Public

My Commission Expires: 1/1/12

(Affix Notarial Stamp)

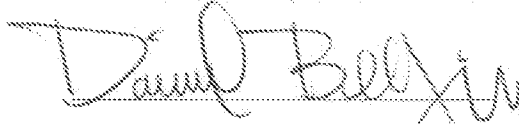
DANIEL J. BELLIZIO
Notary Public, State of New York
No. 028E6118181
Qualified in Kings County
Commission Expires November 1, 2012

DANIEL J. BELLIZIO
Notary Public, State of New York
No. 028E6118181
Qualified in Kings County
Commission Expires November 1, 2012

ACKNOWLEDGMENT OF RONNIE OVED
(Acknowledgment Taken Within New York State)

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On January 10th, 2011, before me, the undersigned, personally appeared RONNIE OVED, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) on behalf of which the individual(s) acted, executed the instrument.



Notary Public

My Commission Expires: 1/1/12

(Affix Notarial Stamp)

DANIEL J. BELLIZIO
Notary Public, State of New York
No. 02BE0118181
Qualified in Kings County
Commission Expires November 1, 2012

ACKNOWLEDGMENT OF RAYMOND BETESH
(Acknowledgment Taken Within New York State)

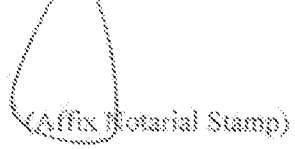
STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On January 19, 2011, before me, the undersigned, personally appeared RAYMOND BETESH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) on behalf of which the individual(s) acted, executed the instrument.



Notary Public

My Commission Expires: 11/1/12



(Affix Notarial Stamp)

DANIEL J. BELLIZIO
Notary Public, State of New York
No. 02886116181
Qualified in Kings County
Commission Expires November 1, 2012

ACKNOWLEDGMENT OF ELLIOTT BETESH
(Acknowledgment Taken Within New York State)

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On January 11, 2011, before me, the undersigned, personally appeared ELLIOTT BETESH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) on behalf of which the individual(s) acted, executed the instrument.


Notary Public

My Commission Expires: 11/1/12

(Affix Notarial Stamp)

DANIEL J. BELLIZIO
Notary Public, State of New York
No. 028E6118181
Qualified in Kings County
Commission Expires November 1, 2012