

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
Velvet, Inc.		03/31/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Velvet, LLC
Street Address:	3961 Landmark Street
City:	Culver City
State/Country:	CALIFORNIA
Postal Code:	90323
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78788460	GRAHAM & SPENCER
Serial Number:	77856485	WYETH
Serial Number:	76568500	WYETH
Serial Number:	76487151	VELVET
Serial Number:	77580260	COUVERTURE
Serial Number:	77445601	VELVET KIDS BY GRAHAM & SPENCER
Serial Number:	77445595	VELVET KIDS
Serial Number:	77043050	VELVET BY GRAHAM & SPENCER
Serial Number:	78917305	HERO & LEANDER
Serial Number:	78833733	BEN AND LUCIA

CORRESPONDENCE DATA

Fax Number: (310)820-5988
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3102073800

900188419

**TRADEMARK
 REEL: 004515 FRAME: 0023**

CH \$265.00 78788460

Email: dax_alvarez@bstz.com
Correspondent Name: Dax Alvarez
Address Line 1: 12400 Wilshire Boulevard
Address Line 2: 7th Floor
Address Line 4: Los Angeles, CALIFORNIA 90025

ATTORNEY DOCKET NUMBER:	5387.A002
NAME OF SUBMITTER:	Dax Alvarez
Signature:	/dax alvarez/
Date:	04/04/2011

Total Attachments: 6
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TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into as of March 31, 2011, by and between Velvet, Inc., a California corporation ("Assignor"), and Velvet, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in that certain Contribution Agreement, dated as of the date hereof (the "Contribution Agreement"), by and between Assignor and Assignee.

WHEREAS, effective as of 11:59 p.m., PDT on the date hereof (the "Assignment Time"), pursuant to the Contribution Agreement, Assignee has acquired all right, title and interest in, to and under all trademarks and service marks of Assignor, including without limitation, those trademark and service mark registrations (and applications for registration) set forth on Schedule A (collectively, the "Trademarks").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the Assignment Time, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee (i) all worldwide right, title and interest in, to and under the Trademarks, in each case together with all of the goodwill of the business symbolized by the Trademarks and any renewals and extensions of such registrations, (ii) all income, royalties, damages and payments now due or which hereafter become due or payable in respect of such Trademarks, (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement of such Trademarks, including without limitation claims for present or future infringement, dilution or other unauthorized use, and (iv) all rights corresponding to the foregoing throughout the world.

Assignor represents and warrants to Assignee that Assignor is the sole and exclusive owner of and registrant for the Trademarks, and has full power and authority to enter into and perform its obligations under this Trademark Assignment.

Assignee is successor to the business of Assignor, or the portion thereof to which the Trademarks pertain, which business is ongoing and existing.

The Commissioner for Trademarks in the United States Patent and Trademark Office, as well as each equivalent governmental authority in any other jurisdiction throughout the world, is requested and authorized hereby to record this Trademark Assignment and the provisions contained herein.

Assignor agrees to execute any and all additional documents and take other action as may be necessary or desirable to transfer, record or memorialize this Trademark Assignment in the United States and foreign jurisdictions.

This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of New York (other than the choice of law principles thereof).

This Trademark Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Facsimile signatures (including those in PDF format) shall be treated as if they were originals.

* * *

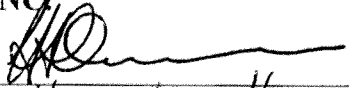
IN WITNESS WHEREOF, this Trademark Assignment has been duly executed by authorized officers of Assignor and Assignee, respectively, and is effective as of the date first written above.

VELVET, INC

By:

Name:

Its:



H.S. Harshtowitz


CEO

VELVET, LLC

By:

Name:

Its:



H.S. Harshtowitz

CEO

STATE OF California)
) ss
COUNTY OF Los Angeles)

I, Irene Sanchez, do hereby certify that Henry S. Hirschowitz appeared before me this day, and acknowledged that this Trademark Assignment was signed and delivered as the free and voluntary act of said person on behalf of the identified entity with authority to do so, for the uses and purposes therein set forth.

Given under my hand and seal this 28 day of MARCH 2011.

Irene Sanchez
Notary Public



STATE OF California)
) ss
COUNTY OF Los Angeles)

I, Irene Sanchez, do hereby certify that Henry S. Hirschowitz appeared before me this day, and acknowledged that this Trademark Assignment was signed and delivered as the free and voluntary act of said person on behalf of the identified entity with authority to do so, for the uses and purposes therein set forth.

Given under my hand and seal this 28 day of MARCH, 2011.

Irene Sanchez
Notary Public



[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**SCHEDULE A
TRADEMARK REGISTRATIONS
AND APPLICATIONS FOR REGISTRATION**

Trademarks:

#	Country	TRADEMARK	Status	App. No. App. Date	Reg. No. Reg. Date	Owner
1.	Australia	WYETH	Registered	1006987 17-JUN-2004	1006987 20-JAN-2005	Velvet, Inc.
2.	Australia	VELVET	Registered	952094 29-APR- 2003	952094 27-JUN-2005	Velvet, Inc.
3.	Australia	VELVET BY GRAHAM & SPENCER	Pending	1386176 8/30/10	Int. Reg. 969842	Velvet, Inc.
4.	Australia	GRAHAM & SPENCER	Registered	1102509 10-JAN-2006	876248 21-AUG-2006	Velvet, Inc.
5.	Canada	39 SIXTYONE	Registered	138062800 1/24/08	TMA749415 10/5/09	Velvet, Inc.
6.	Canada	GRAHAM & SPENCER	Registered	128672400 1/19/06	TMA734055 2/6/09	Velvet, Inc.
7.	Canada	WYETH	Registered	122085000 6/17/04	TMA649281 9/29/05	Velvet, Inc.
8.	European Community	GRAHAM & SPENCER	Registered	0876248 10/01/06	0876248 10/01/06	Velvet, Inc.
9.	European Community	VELVET BY GRAHAM & SPENCER	Pending	0969842 8/30/10		Velvet, Inc.
10.	European Community	WYETH	Registered	3877768 17-JUN-2004	3877768 10-OCT-2005	Velvet, Inc.
11.	European Community	VELVET & Design	Registered	2252229 29-MAY- 2001	2252229 18-DEC-2002	Velvet, Inc.
12.	India	VELVET BY GRAHAM & SPENCER	Registered	1711876 7/18/08	1711876 7/18/08	Velvet, Inc.
13.	International Register	VELVET BY GRAHAM & SPENCER	Registered	N/A	969842 03-JUL-2008	Velvet, Inc.
14.	International Register	GRAHAM & SPENCER	Registered	N/A	876248 10-JAN-2006	Velvet, Inc.
15.	Japan	WYETH	Registered	2004-057219 21-JUN-2004	4854788 08-APR-2005	Velvet, Inc.
16.	Japan	VELVET & Design	Registered	2001-061261 05-JUL-2001	4586378 19-JUL-2002	Velvet, Inc.
17.	Japan	VELVET BY GRAHAM & SPENCER	Pending	969842 8/30/10		Velvet, Inc.

#	Country	TRADEMARK	Status	App. No. App. Date	Reg. No. Reg. Date	Owner
18.	Japan	GRAHAM & SPENCER	Registered	876248 1/10/06	876248 1/10/06	Velvet, Inc.
19.	New Zealand	39 SIXTYONE	Registered	783182 25-JAN-2008	783182 31-JUL-2008	Velvet, Inc.
20.	New Zealand	GRAHAM & SPENCER	Registered	741684 19-JAN-2006	741684 20-JUL-2006	Velvet, Inc.
21.	New Zealand	WYETH	Registered	714024 17-JUN-2004	714024 10-NOV-2005	Velvet, Inc.
22.	New Zealand	VELVET	Registered	677991 29-APR- 2003	677991 10-MAR-2005	Velvet, Inc.
23.	Turkey	VELVET BY GRAHAM & SPENCER	Registered	969842 7/3/08	969842 7/3/08	Velvet, Inc.
24.	US	GRAHAM & SPENCER	Registered	78788460 10-JAN-2006	3208030 13-FEB-2007	Velvet, Inc.
25.	US	WYETH	Registered	77856485 23-OCT- 2009	3830876 10-AUG-2010	Velvet, Inc.
26.	US	WYETH	Registered Supplemental Register	76568500 05-JAN-2004	2950650 10-MAY-2005	Velvet, Inc.
27.	US	VELVET	Registered Supplemental Register	76487151 03-FEB-2003	2911833 14-DEC-2004	Velvet, Inc.
28.	US	COUVERTURE	Registered	77580260 26-SEP-2008	3729622 22-DEC-2009	Velvet, Inc.
29.	US	VELVET KIDS BY GRAHAM & SPENCER	Registered	77445601 10-APR- 2008	3787913 11-MAY-2010	Velvet, Inc.
30.	US	VELVET KIDS	Registered Supplemental Register	77445595 10-APR- 2008	3797743 01-JUN-2010	Velvet, Inc.
31.	US	VELVET BY GRAHAM & SPENCER	Registered	77043050 13-NOV- 2006	3300862 02-OCT-2007	Velvet, Inc.
32.	US	HERO & LEANDER	Registered	78917305 26-JUN-2006	3337334 13-NOV-2007	Velvet, Inc.
33.	US	BEN AND LUCIA	Registered	78833733 09-MAR- 2006	3168791 07-NOV-2006	Velvet, Inc.