

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
Hartstrings, LLC		04/13/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Parigi Enterprises, LLC		
Street Address:	112 West 34th Street		
Internal Address:	5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10120		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2125126	K.C. PARKER	
Registration Number:	1944092	HARTSTRINGS BABY	
Registration Number:	1718256	HARTSTRINGS	
Registration Number:	1417505	KITESTRINGS	
Registration Number:	3160101	CANDY HEARTS	
Serial Number:	77654042	GOT CANDY	
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., Docketing		

CH \$165.00 2125126

900190100

**TRADEMARK
 REEL: 004527 FRAME: 0685**

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 09910380.000002

NAME OF SUBMITTER: Edward Longobardi

Signature: /Edward Longobardi/

Date: 04/22/2011

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), effective the 19th day of April, 2011, is made and entered into by and between Hartstrings, LLC, a Delaware limited liability company (the "Assignor"), and Parigi Enterprises, LLC, a Delaware limited liability company (the "Assignee"). Assignor and Assignee are each referred to herein as a "Party," and collectively, the "Parties."

WHEREAS, Assignor, Hartstrings Holdings Corp., and Assignee are parties to a certain Asset Purchase Agreement dated as of April __, 2011 (the "APA") pursuant to which Assignor agreed to sell substantially all of Assignor's assets to the Assignee;

WHEREAS, Assignor is the record owner of all rights, title and interest in and to certain intellectual property rights held in connection with "Hartstrings" branded clothing, including, without limitation, all trademarks, trade names, certification marks, service marks, logos, trade dress, copyrights, know-how, and other source indicators used in connection with the "Hartstrings" name, including, without limitation, all such property listed on Schedule A hereto, and all applications, registrations, and renewals in connection therewith, together with the goodwill of any business symbolized thereby and associated therewith (collectively, the "Trademarks");

WHEREAS, in accordance with the terms of the APA, Assignor will assign all of Assignor's rights in and to Assignor's Trademarks to Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment to Assignee. Assignor hereby assigns to Assignee:
 - (a) all of Assignor's right, title and interest in, and good will associated with, the Trademarks, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof (the "Transferred Rights");
 - (b) any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Transferred Rights occurring prior to the Closing, including the right to receive all proceeds and damages therefrom;
 - (c) any and all rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to the Transferred Rights arising from and after the date of this Assignment; and

- (d) any and all rights to obtain renewals, reissues, and extensions of registrations or other legal protections pertaining to the Transferred Rights.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Transferred Rights, and all renewals, reissues and extensions thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurances. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts reasonably necessary or desirable to record and perfect the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to rules governing the conflict of laws.

4. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

5. Defined Terms. All initially capitalized terms used but not defined herein have the meaning given to them in the APA.

{Signature Page Follows}

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by its duly authorized representative.

ASSIGNOR:

HARTSTRINGS, LLC

By: [Signature]
Name: Kevin F Mahoney
Title: President + CEO

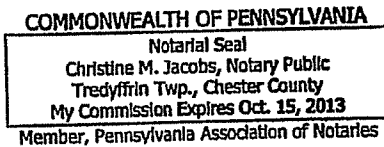
PENNSYLVANIA
STATE OF ~~NEW YORK~~, COUNTY OF Chester ss.:

On 4/13/11, before me, the undersigned, a Notary Public in and for said State, personally appeared Kevin Mahoney, 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 upon behalf of which the individual(s) acted, executed the instrument.

[Signature: Christine M Jacobs]

ASSIGNEE:

PARIGI ENTERPRISES, LLC



By: _____
Name:
Title:

STATE OF NEW YORK, COUNTY OF _____ ss.:

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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 upon behalf of which the individual(s) acted, executed the instrument.

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by its duly authorized representative.

ASSIGNOR:

HARTSTRINGS, LLC

By: _____
Name:
Title:

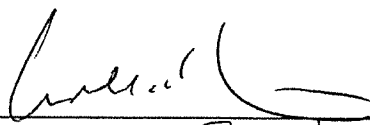
STATE OF NEW YORK, COUNTY OF

ss.:

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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 upon behalf of which the individual(s) acted, executed the instrument.

ASSIGNEE:

PARIGI ENTERPRISES, LLC

By: 
Name: William J. Fenkelstein
Title: C. O. O.

STATE OF NEW YORK, COUNTY OF

ss.:

On April 14, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared ~~SARAH M. FENKELSTEIN~~ 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 upon behalf of which the individual(s) acted, executed the instrument.

JOSEPH C. WALSH
NOTARY PUBLIC STATE OF NEW YORK
No. 01WA614077
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES FEBRUARY 13, 2014

(Signature Page to Trademark Assignment)

SCHEDULE A

TRADEMARKS

Trademark/Service Mark	Reg. No/Serial No.	Reg./Filing Date	Jurisdiction
K.C. PARKER	2,125,126	Dec. 30, 1997	United States
HARTSTRINGS BABY	1,944,092	Dec. 26, 1995	United States
HARTSTRINGS & Design	1,718,256	Sept. 22, 1992	United States
KITESTRINGS & Design	1,417,505	Nov. 18, 1986	United States
CANDY HEARTS	3,160,101	Oct. 17, 2006	United States
GOT CANDY	77/654,042	N/A	United States