

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 Licensing, LLC		12/31/2010	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Tracy Evans LLC		
Street Address:	247 West 38th St., 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1646901	STAR C.C.C. CITY CLOTHING CO.	
Registration Number:	3052025	STAR CITY	
Registration Number:	2906118	STAR CLOTHING	
Registration Number:	3075465	STAR JEANS	
Registration Number:	3026643	STAR JEANS	
Registration Number:	2901464	TROUSERS UP	
CORRESPONDENCE DATA			
Fax Number:	(213)630-5745		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2138915031		
Email:	jreider@buchalter.com		
Correspondent Name:	Jessie K. Reider, CA Bar No. 237,113		
Address Line 1:	1000 Wilshire Blvd., Suite 1500		
Address Line 2:	Buchalter Nemer, A Professional Corp.		
Address Line 4:	Los Angeles, CALIFORNIA 90017		

CH \$165.00 1646901

ATTORNEY DOCKET NUMBER:	B4580-0006
NAME OF SUBMITTER:	Jessie K. Reider, CA Bar No. 237,113
Signature:	/jkr/
Date:	05/05/2011
Total Attachments: 4 source=TM Assignment - Star City Licensing LLC#page1.tif source=TM Assignment - Star City Licensing LLC#page2.tif source=TM Assignment - Star City Licensing LLC#page3.tif source=TM Assignment - Star City Licensing LLC#page4.tif	

ASSIGNMENT OF TRADEMARKS

THIS TRADEMARK ASSIGNMENT (this "**Agreement**") is dated as of December 31, 2010, between STAR CITY LICENSING, LLC, a New York limited liability company ("**Contributor**"), and TRACY EVANS LLC, a Delaware limited liability company ("**Newco**"). Each of the foregoing parties is referred to herein individually as a "Party" and together as the "**Parties**."

WITNESSETH:

WHEREAS, Purchaser and Seller are parties to that certain Asset Contribution Agreement, dated as of December 31, 2010, by and among Newco, Tracy Evans, Ltd., Mark Cohen and Darren Cohen (the "**Asset Contribution Agreement**"), pursuant to which Newco is to acquire all of the Contributor's right, title and interest in and to certain assets, including the trademarks and trademark applications listed on Schedule I hereto (the "**Assigned Trademarks**").

NOW, THEREFORE, for value received, and in consideration for such good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms and subject to the conditions of the Asset Contribution Agreement, each Party hereby agrees as follows:

1. Contributor hereby irrevocably contributes, assigns, transfers, conveys and delivers to Newco and its successors and assigns, and Newco hereby acquires and accepts from Contributor, all of Contributor's right, title and interest in and to the Assigned Trademarks, including all claims for past infringement, and all goodwill associated with the Assigned Trademarks and symbolized thereby. This Agreement is in accordance with and is subject to all of the terms and conditions set forth in the Asset Contribution Agreement (which Asset Contribution Agreement shall govern in the event of a conflict between the terms hereof and those set forth in the Asset Contribution Agreement).
2. Contributor hereby agrees to cooperate with Newco as reasonably necessary to give full effect to and to perfect the rights of Newco in the Assigned Trademarks. Contributor agrees to execute and deliver such other documents and to take all such other actions as Newco, its successors and assigns may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement. The Parties agree that Newco may record this Agreement in the United States Patent and Trademark Office and such other offices foreign to the United States as Newco deems necessary, and shall be responsible for all expenses and costs associated therewith. Contributor hereby authorizes and requests that the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue trademark registrations on applications as aforesaid, issue to and record in the name of Newco all right, title, and interest in and to the Assigned Trademarks and to issue the said trademark applications and registration to Newco, its successors, assigns, nominees or other legal representatives, as Newco of the entire interest.
3. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York without giving effect to the principles of conflicts of law thereof.
4. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
5. This Agreement may be amended, modified or supplemented only in a writing signed by Newco and Contributor.

6 This Agreement is executed and delivered in connection with the Asset Contribution Agreement and anything to the contrary set forth herein notwithstanding, nothing herein shall in any way vary the promises, agreements, representations and warranties of the Contributor and Newco set forth in the Asset Contribution Agreement.

7. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Asset Contribution Agreement.

[Signature page follows]

Schedule I

Country	Mark	Reg. No./ Appl. No.	Reg. Date/ Appl. Date
U.S.A.	STAR C.C.C. CITY CLOTHING CO. & Design	1646901	6/4/1991
U.S.A.	STAR CITY	3052025	1/31/2006
U.S.A.	STAR CLOTHING	2906118	11/30/2004
U.S.A.	STAR JEANS	3075465	4/4/2006
U.S.A.	STAR JEANS	3026643	12/13/2005
U.S.A.	TROUSERS UP	2901464	11/9/2004