

**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 |

**CONVEYING PARTY DATA**

| Name            | Formerly | Execution Date | Entity Type                         |
|-----------------|----------|----------------|-------------------------------------|
| Tracy Evans LLC |          | 05/03/2011     | LIMITED LIABILITY COMPANY: DELAWARE |

**RECEIVING PARTY DATA**

|                        |                                     |
|------------------------|-------------------------------------|
| <b>Name:</b>           | Big Strike TE Acquisition LLC       |
| <b>Street Address:</b> | 151 W. Rosecrans Avenue             |
| <b>City:</b>           | Gardena                             |
| <b>State/Country:</b>  | CALIFORNIA                          |
| <b>Postal Code:</b>    | 90248                               |
| <b>Entity Type:</b>    | LIMITED LIABILITY COMPANY: DELAWARE |

**PROPERTY NUMBERS Total: 23**

| Property Type        | Number   | Word Mark                  |
|----------------------|----------|----------------------------|
| Registration Number: | 3587870  | DANIELLE B.                |
| Registration Number: | 1705138  | FIRST OPTION               |
| Registration Number: | 2225732  | KATLYN O'FARREL            |
| Serial Number:       | 75327441 |                            |
| Serial Number:       | 75592937 | BEST FRIENDS FOREVER (BFF) |
| Serial Number:       | 75723103 | PORTRAIT                   |
| Serial Number:       | 77492041 | SPEAK MILAN                |
| Registration Number: | 3775462  | SPEAK RIO                  |
| Registration Number: | 3775463  | SPEAK 2 ME                 |
| Registration Number: | 3423293  | T.B.A.                     |
| Registration Number: | 3690098  | T.B.A.* THE FLIP           |
| Registration Number: | 3690100  | T.B.A.* THE PIXIE          |
| Registration Number: | 3690099  | T.B.A.* THE SHAG           |
| Registration Number: | 3867779  | TL4E TRUE LOVE FOREVER     |

**TRADEMARK**

|                      |         |                               |
|----------------------|---------|-------------------------------|
| Registration Number: | 3304810 | TRACES BY TRACY EVANS         |
| Registration Number: | 3213203 | TRACY EVANS LIMITED           |
| Registration Number: | 3716232 | YOUR BEST PROFILE             |
| 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  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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

|                         |                                      |
|-------------------------|--------------------------------------|
| ATTORNEY DOCKET NUMBER: | B4580-0007                           |
| NAME OF SUBMITTER:      | Jessie K. Reider, CA Bar No. 237,113 |
| Signature:              | /jkr/                                |
| Date:                   | 05/06/2011                           |

Total Attachments: 5  
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## ASSIGNMENT OF TRADEMARKS

THIS TRADEMARK ASSIGNMENT (this "Agreement") is dated as of May 3, 2011, between TRACY EVANS LLC, a Delaware limited liability company ("Seller"), and BIG STRIKE TE ACQUISITION LLC, a Delaware limited liability company ("Buyer"). Each of the foregoing parties is referred to herein individually as a "Party" and together as the "Parties."

WITNESSETH:

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement, dated as of May 3, 2011 (the "Asset Purchase Agreement"), pursuant to which Buyer is to acquire all of Seller's right, title and interest in and to certain assets, including the trademarks listed on Schedule I hereto (the "Assigned Trademarks").

WHEREAS, Seller may have used and/or may have had the bona fide intent to use the Assigned Trademarks.

WHEREAS, the Parties desire to memorialize the assignment of the Assigned Trademarks from Seller to Buyer as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party hereby agrees as follows:

1. Seller hereby irrevocably contributes, assigns, transfers, conveys and delivers to Buyer and its successors and assigns, and Buyer hereby acquires and accepts from Seller, all of Seller's right, title and interest in and to the Assigned Trademarks, including all claims for past infringement, the on-going and existing business symbolized by the Assigned Trademarks, the trademark applications and registrations related thereto, all common law rights of Seller relating thereto, 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 Purchase Agreement (which Asset Purchase Agreement shall govern in the event of a conflict between the terms hereof and those set forth in the Asset Purchase Agreement).

2. Seller hereby agrees to cooperate with Buyer as reasonably necessary to give full effect to and to perfect the rights of Buyer in the Assigned Trademarks. Seller agrees to execute and deliver such other documents and to take all such other actions as Buyer, 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 Buyer may record this Agreement in the United States Patent and Trademark Office and such other offices foreign to the United States as Buyer deems necessary, and Buyer shall be responsible for all expenses and costs associated therewith.

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 Buyer and Seller.

6. This Agreement is executed and delivered in connection with the Asset Purchase Agreement and, anything to the contrary set forth herein notwithstanding, nothing herein shall in any way vary the terms of the Asset Purchase Agreement.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by a duly authorized representative as of the day and year first above written.

TRACY EVANS LLC

By: [Signature]  
Name: Ling Kwok  
Title: Member

BIG STRIKE TE ACQUISITION LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGEMENT

State of New York  
County of New York ss:

On the 3<sup>rd</sup> day of May in the year 2011 before me, the undersigned, personally appeared LING KWOK personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her official capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]  
Notary Public

SAUL ZISKROIT  
Notary Public, State of New York  
No. 4742075  
Qualified in Nassau County  
Commission Expires Nov. 30, 2013

State of )  
                  ) ss:  
County of )

On the        day of                    in the year 2011 before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her official capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

BN 8905885v4



**Schedule I**

| <b>Country</b> | <b>Mark</b>                               | <b>Reg. No. / Appl. No.</b> |
|----------------|---|-----------------------------|
| U.S.A.         | DANIELLE B.                               | 3587870                     |
| U.S.A.         | FIRST OPTION                              | 1705138                     |
| U.S.A.         | KATLYN O'FARREL                           | 2225732                     |
| U.S.A.         | Women wearing ribbons in hair design      | 75/327441                   |
| U.S.A.         | BEST FRIENDS FOREVER (BFF)                | 75/592937                   |
| U.S.A.         | PORTRAIT                                  | 75/723103                   |
| U.S.A.         | SPEAK MILAN                               | 77/492041                   |
| U.S.A.         | SPEAK RIO                                 | 3775462                     |
| U.S.A.         | SPEAK 2 ME                                | 3775463                     |
| U.S.A.         | T.B.A. & Star Design                      | 3423293                     |
| U.S.A.         | T.B.A.THE FLIP & Design                   | 3690098                     |
| U.S.A.         | T.B.A. THE PIXIE & Design                 | 3690100                     |
| U.S.A.         | T.B.A. THE SHAG & Design                  | 3690099                     |
| U.S.A.         | TLAE TRUE LOVE FOREVER                    | 3867779                     |
| U.S.A.         | TRACES BY TRACY EVANS                     | 3304810                     |
| U.S.A.         | TRACY EVANS LIMITED                       | 3213203                     |
| U.S.A.         | YOUR BEST PROFILE                         | 3716232                     |
| U.S.A.         | STAR BRANDS                               | 78/747118                   |
| U.S.A.         | STAR C.C.C. CITY CLOTHING CO.<br>& Design | 1646901                     |
| U.S.A.         | STAR CITY                                 | 3052025                     |
| U.S.A.         | STAR CITY                                 | 78/580654                   |
| U.S.A.         | STAR CITY                                 | 77/022933                   |
| U.S.A.         | STAR CLOTHING                             | 2906118                     |
| U.S.A.         | STAR JEANS                                | 3075465                     |
| U.S.A.         | STAR JEANS                                | 3026643                     |
| U.S.A.         | TROUSERS UP                               | 2901464                     |
| U.S.A.         | STAR QUALITY                              | 76/617676                   |
| U.S.A.         | CITY SPORTSWEAR                           | 76/600890                   |
| U.S.A.         | STAR JEANS                                | 76/573227                   |
| U.S.A.         | TROUSERS UP                               | 76/525436                   |
| U.S.A.         | STAR CLOTHING                             | 76/504440                   |
| Canada         | TRACY EVANS LIMITED                       | TMA759621                   |
| Canada         | STAR C.C.C. CITY CLOTHING CO.<br>& Design | 1306314-00                  |
| Canada         | STAR CITY                                 | 1306234-00                  |
| Canada         | STAR CLOTHING                             | 1306233-00                  |
| Canada         | STAR JEANS                                | 1306235-00                  |
| Canada         | TROUSERS UP                               | 1306237-00                  |
| China          | ORIGINAL STAR JEANS                       | 5188550                     |
| China          | A-STAR                                    | 5188547                     |
| China          | STARCITY                                  | 5203758                     |
| China          | STARCITY                                  | 5210644                     |

| Country                | Mark                                      | Reg. No. / Appl. No. |
|------------------------|---|----------------------|
| China                  | T.B.A.                                    | 5188548              |
| China                  | TROUSERSUP                                | 5188549              |
| Hong Kong              | STAR C.C.C. CITY CLOTHING CO. &<br>Design | 300664911            |
| Hong Kong              | STAR CITY                                 | 300664902            |
| Hong Kong              | STAR CLOTHING                             | 300664885            |
| Hong Kong              | STAR JEANS                                | 300664876            |
| Hong Kong              | TROUSERS UP                               | 300664894            |
| WIPO<br>(Korea)        | STAR C.C.C. CITY CLOTHING CO. &<br>Design | 894744               |
| WIPO<br>(Korea, Japan) | STAR CITY                                 | 885490               |
| WIPO<br>(Korea, Japan) | STAR CLOTHING                             | 885454               |
| WIPO<br>(Korea, Japan) | STAR JEANS                                | 885453               |
| WIPO<br>(Korea)        | TROUSERS UP                               | 885963               |
| India                  | STAR CITY                                 | 1470591              |
| India                  | STAR C.C.C. CITY CLOTHING CO.             | 1470589              |
| India                  | TROUSERS UP                               | 1470588              |
| India                  | STAR CLOTHING                             | 1470587              |
| India                  | STAR JEANS                                | 1470590              |