

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Secured Party's Bill of Sale		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Retail Finance, LLC		05/18/2011	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	One Step Up, Ltd.		
Street Address:	1411 Broadway		
Internal Address:	3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2647626	EYE CANDY	
CORRESPONDENCE DATA			
Fax Number:	(212)684-0314		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-889-7400		
Email:	hmlaw@att.net		
Correspondent Name:	Harlan M. Lazarus		
Address Line 1:	240 Madison Avenue		
Address Line 2:	8th Floor		
Address Line 4:	New York, NEW YORK 10016		
NAME OF SUBMITTER:	Harlan M. Lazarus, Esq.		
Signature:	/hml/		
Date:	05/20/2011		

TRADEMARK

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OP \$40.00 2647626

Total Attachments: 5

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SECURED PARTY'S BILL OF SALE

STATE OF MASSACHUSETTS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF SUFFOLK §

R E F E R E N C E S :

Reference is made to that certain Amended and Restated Loan and Security Agreement, dated as of December 11, 2002, between Wells Fargo Retail Finance II, LLC, a Delaware limited liability company (formerly known as Wells Fargo Retail Finance, LLC) ("Lender") and Clothestime Stores, Inc. ("Borrower") (as amended, supplemented, or otherwise modified from time to time, the "Loan Agreement").

R E C I T A L S :

A. Borrower executed and delivered to Lender the Loan Agreement, among other things, to secure all obligations and indebtedness described in the Loan Agreement (collectively, the "Secured Indebtedness").

B. Borrower granted to Lender under the Loan Agreement a security interest in and to certain personal property of Borrower consisting of the trademark described on Exhibit A attached hereto and made a part hereof, together with any goodwill associated therewith (the "Property").

C. On or about June 13, 2003, an involuntary petition for relief under Chapter 11 of the United States Code was filed against Borrower, commencing case no. SA 03-14555 in the United States Bankruptcy Court for the Central District of California, Santa Ana Division (the "Court") (the "Bankruptcy Case"). On or about July 8, 2003, the Court entered an order for relief. On or about October 15, 2003, the Court entered an order converting the Bankruptcy Case to a case under Chapter 7.

D. In accordance with the terms of the Loan Agreement and that certain Order Granting Motion for Relief from The Automatic Stay, entered by the Court on April 20, 2006, in the Bankruptcy Case (the "Order"), Lender proceeded to conduct a private sale of the Property after August 23, 2006.

E. Written notice of the time and place of such sale, as prescribed by law and by the terms of the Loan Agreement, was given by Lender at least ten (10) days preceding the day of sale by certified mail on each debtor who, according to the records of Lender, is obligated to pay the Secured Indebtedness.

F. At such sale Borrower's interest in and to the Property was conveyed by Lender to One Step Up Ltd., a New York corporation (the "Purchaser") for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration.

NOW, THEREFORE, Lender, solely in its capacity as the foreclosing secured party under the Loan Agreement, by virtue of the powers granted to Lender under the Loan Agreement, and in consideration of the foregoing premises and of the value expressed above conveyed to Lender by Purchaser, the receipt and sufficiency of which are acknowledged hereby, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY the Property, together with all of Borrower's rights, titles, equities and interests in and to the Property and such related rights, unto Purchaser.

TO HAVE AND TO HOLD the Property, together with all and singular, the rights and appurtenances thereto and in anywise belonging to Borrower and its successors and assigns forever, and for and on behalf of Borrower, debtor under the Loan Agreement, and its successors and assigns; and Lender does hereby bind Borrower, its successors, and assigns, to warrant and forever defend, all and singular, the Property, insofar as authorized by the Loan Agreement, unto Purchaser, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IT IS EXPRESSLY AGREED AND ACKNOWLEDGED THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, THIS SECURED PARTY'S BILL OF SALE IS MADE, AND LENDER TRANSFERS AND CONVEYS THE PROPERTY HEREUNDER, "AS-IS" AND "WHERE-IS" AND LENDER EXPRESSLY SPECIFICALLY DISCLAIMS AND EXCLUDES FROM THIS BILL OF SALE AND SHALL NOT BE DEEMED TO HAVE MADE, AND BY ACCEPTANCE OF THIS BILL OF SALE PURCHASER SHALL BE DEEMED TO HAVE IRREVOCABLY WAIVED (a) ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AS TO VALUE, DESIGN, OR QUALITY; (b) ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE; (c) ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF FREEDOM FROM ANY RIGHTFUL CLAIM BY WAY OF INFRINGEMENT OR THE LIKE (INCLUDING WITHOUT LIMITATION, INFRINGEMENT OF ANY TRADEMARK OR SERVICE MARK); (d) ANY IMPLIED REPRESENTATION OR WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO THE PROPERTY; (e) ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE PROPERTY; (f) ANY OBLIGATION OR LIABILITY OF LENDER ARISING IN CONTRACT OR IN TORT (INCLUDING STRICT LIABILITY OR SUCH LIABILITY AS MAY ARISE BY REASON OF SUCH PERSON'S NEGLIGENCE) ACTUAL OR IMPUTED, OR IN STRICT LIABILITY, INCLUDING ANY OBLIGATION OR LIABILITY FOR LOSS OF USE, REVENUE OR PROFIT, WITH RESPECT TO THE PROPERTY OR FOR ANY LIABILITY OF LENDER TO ANY THIRD PARTY OR ANY OTHER DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE WHATSOEVER WITH RESPECT TO THE PROPERTY; AND (g) ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.

Lender represents and warrants that:

- a. Lender is the present owner and holder of the Secured Indebtedness and the Loan Agreement;
- b. Lender has the authority to sell Borrower's right, title, and interest in and to the Property pursuant to the terms of the Loan Agreement and the Order; and
- c. Lender has caused title to the Property to be transferred to Purchaser free and clear of liens and security interests of Lender.

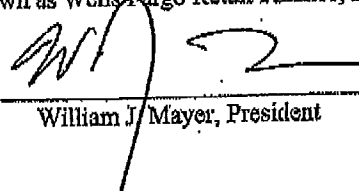
Further, except for recourse against Lender for a breach of the representations and warranties set forth in the immediately preceding paragraph, this Secured Party's Bill of Sale and conveyance are made WITHOUT RECOURSE to Lender, Lender's affiliates, or any of Lender's or Lender's affiliates' agents, representatives, officers, employees, or attorneys.

Purchaser assumes and agrees to pay any and all taxes, including, without limitation, any sales or transfer taxes, payable as a result of the sale evidenced by this Secured Party's Bill of Sale.

IN WITNESS WHEREOF, this Secured Party's Bill of Sale is executed on May _____, 2011.

FORECLOSING SECURED PARTY:

Wells Fargo Retail Finance II, LLC, formerly known as Wells Fargo Retail Finance, LLC

By: 
William J. Mayer, President

PURCHASER:

One Stop Ltd.

By: 
Name: HARRY ADAMI
Title: PRESIDENT

SECURED PARTY'S BILL OF SALE PAGE 3 OF 5
DA-3016417 v6 1283548-00014

THE STATE OF MASSACHUSETTS §
 §
COUNTY OF SUFFOLK §

This instrument was acknowledged before me this ____ day of May, 2011, by William J. Mayer, President of Wells Fargo Retail Finance II, LLC, a Delaware limited liability company, on behalf of said limited liability company

My Commission Expires:

Notary Public, State of _____

Printed Name of Notary

THE STATE OF New York §
 §
COUNTY OF New York §

This instrument was acknowledged before me this 2 day of May, 2011, by Harry Adimi, the President of One Step Up, Ltd., a New York corporation, on behalf of said corporation.

My Commission Expires:

Notary Public, State of New York

Harlan M. Lazans
Printed Name of Notary

EXHIBIT A

Mark	App. No.	Filing Date	Reg. No.	Reg. Date.
EYE CANDY	75/373,158	15-Oct-1997	2647626	12-Nov-2002