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
Westcoast Contempo Fashions Limited		10/24/2011	COMPANY: CANADA

RECEIVING PARTY DATA

Name:	KMJ Brand Holdings LLC	
Street Address:	1370 Broadway, Suite 1107	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10018	
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK	

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3914729	G
Registration Number:	3978528	G
Registration Number:	3759442	KENSIE
Registration Number:	3494084	KENSIE
Registration Number:	3521103	KENSIE GIRL
Registration Number:	3123450	MAC & JAC
Registration Number:	1984545	MAC & JAC
Registration Number:	3952379	MAC & JAC
Registration Number:	3027545	MAC & JAC
Serial Number:	77643323	KENSIE
Serial Number:	77946327	KENSIE
Serial Number:	85019675	KENSIE
Serial Number:	85100727	KENSIE
Serial Number:	77946313	KENSIE

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Serial Number:	85279424	KENSIEGIRL
Serial Number:	77818585	MAC & JAC

CORRESPONDENCE DATA

Fax Number: (212)484-3990 **Phone**: 2124843900

Email: jenkins.marylee@arentfox.com, branch.tanya@arentfox.com,

NYIPDocket@arentfox.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Marylee Jenkins
Address Line 1: Arent Fox LLP
Address Line 2: 1675 Broadway

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	033844.00000
NAME OF SUBMITTER:	Marylee Jenkins
Signature:	/Marylee Jenkins/
Date:	12/13/2011

Total Attachments: 5

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U.S. TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of October 24, 2011 by Westcoast Contempo Fashions Limited, a British Columbia company ("Assignor"), in favor of KMJ Brand Holdings LLC, a New York limited liability company ("Assignee"). Capitalized terms used but not defined herein have the meanings assigned to them in that certain Trademark Purchase Agreement dated as of October 11, 2011 (the "Purchase Agreement") between Assignor and Assignee.

Pursuant to the Purchase Agreement, Assignor has agreed to assign, convey and transfer to Assignee all of its right, title and interest in and to certain trademarks, including, without limitation, the registered trademarks and trademark applications listed on <u>Schedule 1</u> attached hereto (the "<u>Assigned Trademarks</u>"), together with the common law rights therein and the goodwill of Assignor's business to the extent connected with, and symbolized by, the Assigned Trademarks.

The parties wish to execute this Assignment for purposes of recording the assignment and transfer of the Assigned Trademarks from Assignor to Assignee pursuant to the Purchase Agreement with the United States Patent and Trademark Office and other applicable foreign intellectual property offices, as may be necessary or desirable to effectuate, record and perfect the assignment and transfer of the Assigned Trademarks from Assignor to Assignee.

In consideration of the promises and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Assignor hereby assigns, conveys and transfers to Assignee all of its right, title and interest in and to:
- (a) the Assigned Trademarks solely in the United States (including any state, territory and possession thereof and the District of Columbia) and Puerto Rico (the "<u>Territory</u>") together with all common law rights therein;
- (b) the trademark registrations and applications for registration of trademarks in the Territory for the Assigned Trademarks listed on <u>Schedule 1</u> attached hereto;
- (c) the goodwill of Assignor's business to the extent connected with, and symbolized by, the Assigned Trademarks in the Territory; and
- (d) all rights, claims and privileges related to any of the Assigned Trademarks in the Territory, including, without limitation, (i) the right to use any Assigned Trademarks in the Territory, the right to prosecute applications for issuance or registration of trademarks in the Territory and maintain and renew any issuances or trademark registrations for the Assigned Trademarks in the Territory and (ii) the right to enforce all rights in the Assigned Trademarks against third parties, and the right to sue and recover for, any past, present or future violation of the rights in the Assigned Trademarks and the right to the profits or damages due or accrued arising out of or in connection with any and all past, present or future infringements, passing off or dilution of or damage, degradation or injury to the Assigned Trademarks in the Territory.

TRADEMARK REEL: 004678 FRAME: 0181

- 2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Assigned Trademarks.
- 3. As further set forth in the Purchase Agreement, Assignor shall, at Assignee's reasonable request, take such further action and execute such additional agreements and instruments as may be necessary to effect and perfect the assignment contemplated hereby.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly authorized and executed as of the date hereof.

	ASSIGNOR:
	WESTCOAST CONTEMPO FASHIONS
	LIMITED
	By
,	Name: Nicholas Rubino
	Title. Director
	ASSIGNEE:
	KMJ BRAND HOLDINGS LLC
	By:
	Name:
	Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly authorized and executed as of the date hereof.

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WESTCOAST CONTEMPO FASHIONS LIMITED

By:
Name:
Title:
ASSIGNEE: ////
KMJ BRAND HÓLDÍNGS LLC
By:
Name: Joseph Gabbay
Title: Manager

Schedule 1
United States Assigned Trademarks

Mark Name	Class	Reg./App. No.
G LOGO	25	77571921
G LOGO	18	77571982
KENSIE	24	77643323
KENSIE	14	77946327
KENSIE	18	85019675
KENSIE	35	85100727
KENSIE	9	78922303
KENSIE	25	78922300
KENSIE	3	77946313
KENSIEGIRL	25	77013213
KENSIEGIRL	18	85279424
MAC & JAC	24	77818585
MAC & JAC	25	78688883
MAC & JAC	25	74520157
MAC & JAC	14,18	78981453
MAC & JAC	25	78453351

TRADEMARK REEL: 004678 FRAME: 0185

RECORDED: 12/13/2011