

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
Moda For Friends, LLC		01/10/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	EVT Acquisition Co., LLC		
Street Address:	42 West 39th, 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4011153	ENVITE	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	56624		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/jep/		

Date:

01/11/2012

Total Attachments: 4

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

MODA FOR FRIENDS, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) DELAWARE

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) January 10, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: EVT ACQUISITION CO., LLC

Internal Address: _____
Address: _____

Street Address: 42 West 39th Street, 9th Floor

City: NEW YORK

State: NEW YORK

Country: UNITED STATES Zip: 10018

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship NEW YORK

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

4,011,153

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: CORPORATION SERVICE COMPANY

Internal Address: _____

Street Address: 1180 AVENUE OF THE AMERICAS

City: NEW YORK

State: NEW YORK Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: _____

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

January 10, 2012

Date

ANDREW NASH

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

4

TRADEMARK ASSIGNMENT

This Trademark Assignment dated as of January 10, 2011 (this “**Assignment**”), is made by Moda For Friends, LLC, a Delaware limited liability company (“**Assignor**”), in favor of EVT Acquisition Co., LLC, a New York limited liability company (“**Assignee**”). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignee, Assignor and Bluefly, Inc. have entered into that certain Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of the date hereof, pursuant to which Assignor has agreed to sell, transfer and assign to Assignee all of its right, title and interest in and to the Intellectual Property Assets, including (without limitation) the trademarks and service marks set forth on Schedule A hereto (the “**Assigned Marks**”), in accordance with the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and agrees as follows:

1. Assignor does hereby irrevocably sell and transfer to Assignee, its successors, assigns and other legal representatives, all of its right, title and interest throughout the world in and to: (a) each of the Assigned Marks and all applications and registrations relating thereto; (b) the goodwill of the business symbolized by and associated with the Assigned Marks, including, without limitation, the exclusive rights to (x) apply for and maintain all registrations, renewals and/or extensions thereof, (y) bring actions and recover damages for infringement hereafter arising, and (z) grant licenses or other interests therein; (c) all income, royalties, damages, claims and payments hereafter due or payable with respect to any of the foregoing; and (d) all causes of action, either in law or in equity, hereafter arising for infringement of any of the foregoing.

2. Each party agrees to execute any and all instruments, agreements and documents, and to take any and all actions, as the other party may reasonably request, as may be required to give effect to this Assignment, it being agreed that such other party shall bear the costs and expenses incurred by the non-requesting party in connection with the preparation, execution and delivery of such instruments, agreements and documents.

3. The provisions of Article VII of the Purchase Agreement shall apply to this Assignment mutatis mutandis.

4. This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede any of the representations, warranties, covenants or other agreements contained in the Purchase Agreement. To the extent any provision of this Assignment is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

[signature page to follow]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly authorized and executed as of the date hereof.

MODA FOR FRIENDS, LLC

By: 

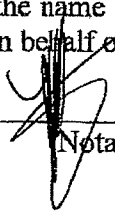
Name:

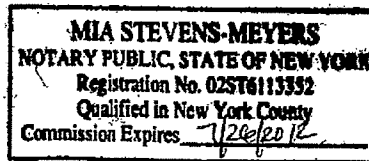
Title:

STATE OF New York)

COUNTY OF New York) :ss.:

On this 9th day of January, 2012 before me personally came Joseph Eden, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that [s/he] is a representative of Moda For Friends, LLC; [s/he] signed the instrument in the name of Moda For Friends, LLC; and [s/he] had the authority to sign the instrument on behalf of Moda For Friends, LLC


Notary Public



TRADEMARK

REEL: 004696 FRAME: 0324

SCHEDULE A

Trademarks

Trademark	Registration Number	Owner of Record and Beneficial Owner	Status	Goods and Services
Envite	4011153	Moda For Friends, LLC	Registered	On-line retail, discount store services for members featuring men's, women' and children's apparel, footwear, jewelry and accessories