

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																										
CONVEYING PARTY DATA																											
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CORRESPONDENCE DATA																											
<p>Fax Number: (818)827-9099          Phone: 8188279000          Email: agrabell@ebg-law.com  <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: J. Alison Grabell          Address Line 1: 21650 Oxnard Street          Address Line 2: Suite 500          Address Line 4: Woodland Hills, CALIFORNIA 21367</p>																											
ATTORNEY DOCKET NUMBER:	2087.099																										
NAME OF SUBMITTER:	J. Alison Grabell																										

Signature:	/J. Alison Grabell/
Date:	01/17/2012
Total Attachments: 4 source=REISSUE CMA-JL Assignment#page1.tif source=REISSUE CMA-JL Assignment#page2.tif source=REISSUE CMA-JL Assignment#page3.tif source=REISSUE CMA-JL Assignment#page4.tif	

**ASSIGNMENT OF TRADEMARKS AND  
POWER OF ATTORNEY**

**WHEREAS, CREDIT MANAGERS ASSOCIATION OF CALIFORNIA**, a California corporation dba Credit Management Association, in its sole and limited capacity as Assignee for the Benefit of Creditors of Fortune Fashions Industries LLC, with its principal offices at 40 East Verdugo Avenue, Burbank, California 91510 ("Seller" or "Assignor") has agreed pursuant to that certain Asset Purchase Agreement (the "Asset Purchase Agreement") dated as of March 10, 2011 between Assignor, as Seller, and **JERRY LEIGH OF CALIFORNIA, INC.**, a California corporation with its principal offices at 7860 Nelson Road, Van Nuys, California 91402 ("Assignee"), as Buyer, to assign all of its right, title and interest in and to its trademarks, including, without limitation, the trademark as set forth in Attachment 1 hereto, and further including but not limited to the pending applications as set forth in Attachment 1 hereto, any registrations that may issue therefrom and all common law rights associated with such trademark to the extent that such common law rights exist (the "Marks"), to Assignee; and

**WHEREAS**, pursuant to the Asset Purchase Agreement, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Marks, and the goodwill associated therewith.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor agrees as follows:

1. Pursuant to the Asset Purchase Agreement, Assignor hereby conveys, transfers, assigns, delivers and contributes to Assignee all of Assignor's right, title and interest of whatever kind in and to the Marks, as set forth on Schedule 1 hereto, together with the goodwill of the business associated therewith.
2. Assignor further hereby agrees that Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office so as to establish Assignee as owner of record of the Marks.
3. Assignor further hereby revokes all previous powers of attorney related to the Marks as set forth on Schedule 1 hereto and appoints Assignee, with full power of substitution and revocation vested in Assignee, for the sole and limited purpose to prepare and execute on Assignor's behalf, any documents necessary or required by the United States Patent and Trademark Office solely to demonstrate Assignor's consent to Assignee's use, and solely to permit Assignee to register, and/or attempt to register the marks as set forth on Schedule 1 hereto.

4. Subject to the terms and conditions of the Asset Purchase Agreement, Assignor further agrees, at the request of Assignee, to promptly (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required to carry out the terms and intent of this Assignment; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office so that Assignee's ownership of the Marks is duly made of record.

5. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall represent one and the same instrument. For purposes hereof, facsimile signature pages shall be deemed originals.

6. This Assignment is entered into pursuant to the Asset Purchase Agreement.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWING]**

IN WITNESS WHEREOF, Assignor has executed this Assignment at Los Angeles,  
California  
on January 16, 2012.

**ASSIGNOR:**

**Credit Managers Association of California,**  
a California corporation dba Credit  
Management Association, in its sole and  
limited capacity as Assignee for the Benefit of  
Creditors of Fortune Fashions Industries LLC

By: *DM*

Its: *VP+CFO*

**SIGNATURE PAGE TO SELLER'S ASSIGNMENT OF TRADEMARKS  
AND POWER OF ATTORNEY**

**Attachment 1**

**TRADEMARK SCHEDULE**

<b>MARK</b>	<b>Serial No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
<b>REISSUE</b>	78866292 4/20/06	3759420 3/9/10