

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
Steven Nerger		12/23/2011	Assignor for benefit of creditors: UNITED STATES

RECEIVING PARTY DATA

Name:	Pointe Noir Pty. Ltd.
Street Address:	c/o Bloch International, 1170 Trademark Drive
Internal Address:	#112
City:	Reno
State/Country:	NEVADA
Postal Code:	89521-8949
Entity Type:	Proprietary Company: AUSTRALIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2834581	GIOFLEX
Registration Number:	2095334	THE FIRST NAME IN DANCE
Registration Number:	2136502	GIORDANO
Registration Number:	1575105	ADAGIO'S
Registration Number:	1576380	BALLET BUDDIES
Registration Number:	0254493	LEO

CORRESPONDENCE DATA

Fax Number: (202)344-8300
 Phone: 202.344.8156
 Email: ADPrice@Venable.com

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

Correspondent Name: Andrew D. Price
 Address Line 1: P.O. Box 34385

CH \$165.00 2834581

Address Line 4: Washington, DISTRICT OF COLUMBIA 20043

ATTORNEY DOCKET NUMBER:

-99999-

NAME OF SUBMITTER:

Andrew D. Price

Signature:

/Andrew D. Price/

Date:

01/26/2012

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment") is entered into and effective as of December 23, 2011, between Steven Nerger, not individually, but solely as assignee for the benefit of creditors ("Assignor") of Leo's Dancewear, Inc., an Illinois corporation, ("Leo's"), and Pointe Noir Pty. Ltd., an Australian proprietary company, with an address of c/o Bloch International, 1170 Trademark Drive #112, Reno, NV 89521-8949 ("Assignee").

Recitals

- A. Leo's was the owner of the trademarks listed in the Exhibit (the "Trademarks") together with all common law rights and United States registrations for the Trademarks; and
- B. Steven Nerger was appointed as the assignee for the benefit of creditors of Leo's, and in that capacity has the right and authorization to assign the Trademarks pursuant to this Trademark Assignment.
- C. Pursuant to an Asset Purchase Agreement, effective December 21, 2011, Assignor agreed to Assignee all of Assignor's right, title, and interest in and to the Trademarks (and the portion of the business to which the Trademarks pertains), together with the goodwill associated therewith, and to take other actions and execute and deliver such other documents as may reasonably be required by Assignee to effectuate the purposes of that agreement; and
- D. In connection with the Asset Purchase Agreement, Assignee now desires Assignor to execute and deliver to Assignee this Trademark Assignment to effect the assignment of all common law rights and the registrations in and to the Trademarks (and the portion of the business to which the Trademark pertains), together with the goodwill associated therewith, to effect the assignment of the Trademarks to Assignee.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- A. Assignment of Rights. Assignor hereby irrevocably transfers and assigns to Assignee all right, title, and interest in perpetuity, in and to the Trademarks, including, but not limited to, the goodwill appurtenant thereto and any related common law or statutory rights, to the full extent now or hereafter permitted by the laws of the United States of America or the laws of any other countries, without condition, limitation, or reservation, including the right to sue for past, present and future infringement.
- B. Assignor's Obligations. At Assignee's request and without further consideration, Assignor agrees to execute and deliver, from time to time, any instrument and take any other lawful actions, as may be necessary to evidence, maintain, effectuate, or cooperate with the defense of any and all of Assignee's rights in the Trademarks.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed by its duly authorized representative.


ASSIGNOR, Steven Nerger, not individually, but solely as assignee for the benefit of creditors of Leo's Dancewear, Inc

Signature: _____

Date: _____

Steven A. Nerger
December 23, 2011

EXHIBIT

Mark	U.S. Reg. No.	Class/Goods
GIOFLEX	2834581	25: Shoes for the dance industry
THE FIRST NAME IN DANCE	2095334	25: Dancewear and bodywear, namely, leotards, unitards, tops, shirts, pants, shorts, leggings, belts, tight, skirts, tutus, skate dresses, T-shirts and shoes for the dance industry
GIORDANO	2136502	25: Professional jazz, tap and modern dance shoes sold in dancewear specialty stores, dance studios and through dancewear catalogs
ADAGIO'S	1575105	25: Leisure slippers
BALLET BUDDIES	1576380	18: Children's dance bags 25: Sweatshirts
	254493	39: Shoes made of leather, canvas, rubber