

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT										
EFFECTIVE DATE:	06/01/2007										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Fleet Street Ltd.</td> <td></td> <td>01/31/2012</td> <td>CORPORATION: NEW YORK</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Fleet Street Ltd.		01/31/2012	CORPORATION: NEW YORK
Name	Formerly	Execution Date	Entity Type								
Fleet Street Ltd.		01/31/2012	CORPORATION: NEW YORK								
RECEIVING PARTY DATA											
Name:	Studio Ray LLC										
Street Address:	512 Seventh Avenue										
Internal Address:	18th Floor										
City:	New York										
State/Country:	NEW YORK										
Postal Code:	10018										
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK										
PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3412787</td> <td>STUDIO RAY</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	3412787	STUDIO RAY		
Property Type	Number	Word Mark									
Registration Number:	3412787	STUDIO RAY									
CORRESPONDENCE DATA											
Fax Number:	(212)226-7555										
Phone:	2122262376										
Email:	brian@ovedlaw.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:	Brian Sapir, Esq.										
Address Line 1:	401 Greenwich Street										
Address Line 4:	New York, NEW YORK 10013										
NAME OF SUBMITTER:	Terrence A. Oved, Esq.										
Signature:	/Terrence A. Oved/										

Date:

02/01/2012

Total Attachments: 2

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ASSIGNMENT OF REGISTERED TRADEMARK

THIS TRADEMARK ASSIGNMENT effective June 1, 2007 (the "Effective Date") is made, executed, and delivered by the undersigned, Fleet Street Ltd., (the "Assignor") a New York corporation, to Studio Ray LLC (the "Assignee") a New York limited liability company.

WHEREAS, the Assignor utilizes in commerce the following mark in connection with Clothing, namely, pants, coats, jackets, shirts, vests and sweaters in International Class 25 (the "Mark"):

<u>U.S. Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
STUDIO RAY	3412787	April 15, 2008

WHEREAS, the Assignor is the owner of any and all rights and title in and to the Mark, along with the intellectual property rights and goodwill, if any, symbolized by the Mark:

WHEREAS, the Assignor desires to convey, transfer, assign, deliver, and contribute to the Assignee all of its right, title, and interest in and to the Mark:

WHEREAS, the Assignee is desirous of acquiring the Mark, together with the goodwill symbolized by the Mark, if any:

WHEREAS, the Assignor warrants and covenants that no assignment, grant, mortgage, license, or other agreement affecting the rights and property being conveyed had been or will be made to anyone other than the Assignee by the Assignor or any predecessor in title thereto, and that the Assignor possesses the full right to convey such rights and property:

WHEREAS, the Assignor agrees to perform such further acts as may be necessary or desirable to transfer, perfect, and defend the Assignee's ownership of the Mark as may reasonably be requested by the Assignee from time to time.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor assigns unto the Assignee all of its right, title, and interest in and to the Mark, the goodwill symbolized by the Mark, if any, the right to sue, either at law or in equity, in order to protect the Mark, and the right to recover for any past or future infringement thereof.

The Commissioner of Trademarks is hereby requested and authorized to issue any certificates or notifications to the Assignee and to correspond hereinafter with the Assignee's attorneys, Oved & Oved LLP, 401 Greenwich Street, NY 10013, Attn: Terrence A. Oved, Esq., email [terry@ovedlaw.com](mailto:terry@ovedlaw.com), regarding any matter relating to the prosecution, alteration or amendment of the Mark.

IN WITNESS WHEREOF, the parties have caused this document to be executed on their

behalf as of the 31<sup>st</sup> day of JANUARY, 2012.

ASSIGNOR

FLEET STREET LTD

By: [Signature]  
Title: MANNY HABER  
PRESIDENT

ASSIGNEE

STUDIO RAY LLC

[Signature]  
By: RAY HABER  
Title: MANAGING MEMBER

STATE OF NEW YORK )  
  ) SS:  
COUNTY OF NEW YORK )

On the 31<sup>st</sup> day of JANUARY in the year 2012 before me, the undersigned, personally appeared MANNY HABER personally known to me or proved to me on the basis of satisfactory evidence to be PRESIDENT of the corporation described herein, and which executed, the within instrument; that he executed same in his capacity as President of the corporation, and that by his signature on the instrument, the corporation executed the instrument.

[Signature]  
**HOWARD GUTTERMAN**  
Notary Public, State of New York  
NO. 01GU5000450  
Qualified in Queens County  
My Commission Expires August 17, 2014

STATE OF NEW YORK )  
  ) SS:  
COUNTY OF NEW YORK )

On the 31<sup>st</sup> day of JANUARY in the year 2012, before me, the undersigned, personally appeared RAY HABER, personally known to me or proved to me on the basis of satisfactory evidence to be MANAGING MEMBER of the corporation described herein, and which executed, the within instrument; that he executed same in his capacity as President of the corporation, and that by his signature on the instrument, the corporation executed the instrument.

[Signature]  
Notary Public

**HOWARD GUTTERMAN**  
Notary Public, State of New York  
NO. 01GU5000450  
Qualified in Queens County  
My Commission Expires August 17, 2014