

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
	Richard Shor		04/04/2012
			INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Adrianna Papell L.L.C.		
Street Address:	512 Seventh Avenue		
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:	3212305	M X I
CORRESPONDENCE DATA			
Fax Number:	2125453309		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212.592.1576		
Email:	rbroder@herrick.com		
Correspondent Name:	Robert S. Broder		
Address Line 1:	2 Park Avenue		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	0307-012		
NAME OF SUBMITTER:	Robert S. Broder		
Signature:	/rsb/		
Date:	04/17/2012		
Total Attachments: 2 source=MXI - Trademark assignment#page1.tif source=MXI - Trademark assignment#page2.tif			

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TRADEMARK ASSIGNMENT AND ASSUMPTION

This Trademark Assignment and Assumption Agreement ("Agreement") is made as of April 4, 2012, between RICHARD SHOR, an individual residing at 380 Ocean Avenue, Massapequa, New York 11758 ("Assignor") and ADRIANNA PABELL L.L.C., a New York limited liability company, with an address at 512 Seventh Avenue, 8<sup>th</sup> Floor, New York, N.Y. 10018 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark listed on the attached Schedule A, the U.S. federal registration therefor, and the common law rights therein (collectively, the "Mark"), together with the goodwill of the business developed through the use of the Mark;

WHEREAS, Assignee is desirous of acquiring all of Assignor's rights in and to the Mark, together with the goodwill of the business symbolized thereby;

NOW, THEREFORE, for one dollar and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

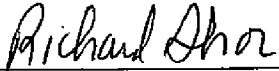
1. Assignor hereby sells, assigns, transfers and sets over to Assignee, his entire worldwide right, title, interest in and to the Mark, and the goodwill of the business associated with the Mark, including the right to sue for and receive all damages from past and future infringements of the Mark, the same to be held and enjoyed by Assignee, its successors and assigns.

2. Assignor warrants and represents that he is the sole owner of the Mark and the trademark rights being assigned herein, and has full authority to make this assignment; that the Mark has not heretofore been pledged or otherwise encumbered, and is in all respects free and clear of liens and encumbrances; that he is not aware of any claim that the Mark infringes the rights of any third party; and that he has not entered into any contract, license or commitment that will or may impair the Assignee's rights hereunder.

3. This Agreement may be recorded by Assignee in its sole discretion as it deems appropriate with the United States Patent and Trademark Office or any other government trademark office in the world, without further notice to Assignor.

4. Assignor agrees that he will execute such documentation as may be necessary in the future to effectuate the intent of this Agreement.

5. This Agreement shall be governed by the laws of the State of New York, without regard to its conflicts of laws policies.

  
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RICHARD SHOR

Acknowledged:

ADRIANNA PABELL L.L.C.

By: 

Name: HARVEY BERKMAN

TRADEMARK

REEL: 004759 FRAME: 0081

Title:

SCHEDULE

MARK	STATUS/USPTO REG. NO.	GOODS
M X I	3212305	IC 025: Sportswear, namely, women's dresses; blouses; tops; pants; skirts, and bottoms.