

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																		
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Monkee's, LLC</td> <td></td> <td>06/01/2012</td> <td>LIMITED LIABILITY COMPANY: NORTH CAROLINA</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Monkee's, LLC		06/01/2012	LIMITED LIABILITY COMPANY: NORTH CAROLINA							
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CORRESPONDENCE DATA																		
Fax Number:	9198900712																	
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																	
Phone:	9198900712																	
Email:	randy@whit-law.com																	
Correspondent Name:	Randy Whitmeyer																	
Address Line 1:	333 Fayetteville St.																	
Address Line 2:	Suite 500																	
Address Line 4:	Raleigh, NORTH CAROLINA 27601																	

OP \$115.00 3274865

ATTORNEY DOCKET NUMBER:	MONKEES.ASSIGN
NAME OF SUBMITTER:	Randy Whitmeyer
Signature:	/Randy Whitmeyer/
Date:	06/11/2012
Total Attachments: 5 source=Signed Monkee's Franchising Assignment Agreement#page1.tif source=Signed Monkee's Franchising Assignment Agreement#page2.tif source=Signed Monkee's Franchising Assignment Agreement#page3.tif source=Signed Monkee's Franchising Assignment Agreement#page4.tif source=Signed Monkee's Franchising Assignment Agreement#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) is made and entered as of June 1, 2012, by and between Monkee’s, LLC (“**Assignor**”), a North Carolina limited liability company, and Monkee’s Franchising, LLC (“**Assignee**”), a North Carolina limited liability company.

RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in the Assigned Intellectual Property (as defined below); and

WHEREAS, in connection with a corporate reorganization involving Assignor and Assignee, Assignee desires to acquire from Assignor, and Assignor desires to assign to Assignee, Assignor’s entire right, title, and interest in and to the Assigned Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties agree as follows:

1. Assignment of Assigned Intellectual Property. Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor’s right, title and interest in and to the following (collectively, the “Assigned Intellectual Property”):

- a. the registered and unregistered trademarks, trade names, slogans, trade dress, and other indicia of origin used by Assignor in its business, including but not limited to the trademarks identified on Exhibit A, and any and all applications, registrations, extensions, and renewals thereof based upon or covering any portion of the foregoing, together with the goodwill of the business associated with the use of, and symbolized by, such trademarks; and
- b. All rights in Internet domain names used by Assignor in its business, including but not limited to all rights in the domain name “shopmonkees.com”; and
- c. All copyrightable materials and works, whether or not registered or published, used by Assignor in its business, including but not limited to its artwork, logos, web sites, advertising materials, and operations manuals; and
- d. Any and all trade secrets, designs, know how, business processes, inventions, ideas, improvements, customer lists and information, supplier

lists and information, business plans, marketing plans, and all related intellectual property rights used by Assignor in its business; and

- e. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- f. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- g. any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Additional Assignment Terms. Assignor further agrees to and, hereby does sell, assign, transfer and convey to Assignee: (i) any and all rights to recover past, present and future damages for infringement of the Assigned Intellectual Property; provided that Assignor shall retain the right to sue and recover damages from licensees under the License Agreements (defined below) under all available legal and equitable theories, including infringement of intellectual property rights, and (ii) all rights to apply in any and all countries of the world for trademarks, copyrights, or other governmental grants for the Assigned Intellectual Property. Assignor also hereby authorizes the respective trademark office, copyright office or governmental agency in each jurisdiction to issue any and all trademarks and/or copyrights which may be granted upon any of the Assigned Intellectual Property in the name of Assignee, as the holder to the entire interest therein.

3. Assurances. Assignor agrees to assist Assignee in every proper way to evidence, record and perfect the assignment of the Assigned Intellectual Property and to apply for and obtain recordation of and from time to time secure, enforce, maintain and defend the Assigned Intellectual Property, including without limitation, the execution and delivery of such notices and documents as may be necessary or relevant for Assignee to pursue, protect or exploit its rights hereunder. Without limiting the foregoing, Assignor agrees to execute upon Assignee's request any additional forms of Assignment consistent with this Agreement, and, at the expense of Assignee, to take all necessary and reasonable steps to record such executed Assignment(s) with the United States Patent and Trademark Office and in the respective trademark office or governmental agency in each jurisdiction as requested by Assignee. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document reasonably requested by Assignee under this Section 3, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agents and attorneys-in-fact, coupled with an interest and with full power of substitution, to act for and on Assignor's behalf and instead of Assignor, to execute and file any such document or documents and to do all

other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

4. Retained Rights. Notwithstanding the foregoing transfer of rights, Assignor hereby retains the non-exclusive right to use the Assigned Intellectual Property (and any derivatives or replacements thereof created by Assignee or Assignor) solely to support obligations of Assignor under Assignor's existing license agreements with licensees of certain of the Assigned Intellectual Property who operate Monkee's retail stores (the "License Agreements"), and solely to the extent that one or more of the License Agreements remain in effect. It is understood and agreed that any and all intellectual property rights created or otherwise acquired by Assignor in connection with the exercise of its obligations under the License Agreements shall be owned automatically by Assignee without any further actions by Assignor.

5. Consideration. In consideration of the assignment under this Agreement, Assignee shall pay Assignor US \$10.00. Such amounts shall be the only consideration required of Assignee with respect to the subject matter of this Agreement.

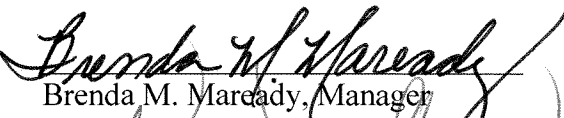
6. Assignor Representations. Assignor hereby warrants and represents that (a) Assignor has the full right and authority to convey the entire interest herein assigned, (b) Assignor has not executed, and will not execute, any agreement in conflict herewith, (c) Other than the License Agreements, there are no licenses or other agreements pursuant to which any other person or entity is granted any right, title or interest in the Assigned Intellectual Property, (d) Assignor is the sole and exclusive owner of the entire legal and beneficial right, title and interest in the Assigned Intellectual Property and the Assigned Intellectual Property is free and clear of any lien, charge, security interest, claim or other such encumbrance, and (e) no part of the Assigned Intellectual Property has been adjudged invalid or unenforceable by any relevant administrative authority or court of competent jurisdiction.

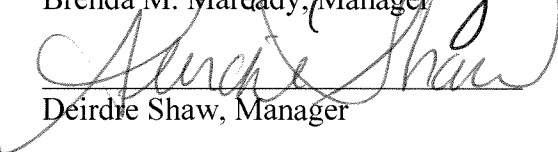
7. Miscellaneous. The terms and conditions of this Agreement shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, Assignor's heirs, assigns and other legal representatives. This Agreement and its attached Exhibit A, hereby incorporated by reference, contain the entire understanding of the parties with respect to the subject matter hereof. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The waiver by any party hereto of any right hereunder or the failure to perform or of a breach by any party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by the other parties whether of a similar nature or otherwise. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ASSIGNOR:

Monkee's, LLC

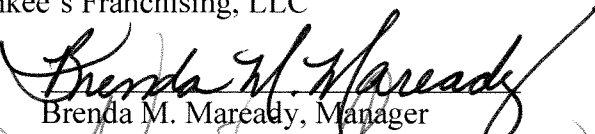
By: 
Brenda M. Maready, Manager

By: 
Deirdre Shaw, Manager

Accepted and acknowledged:

ASSIGNEE:

Monkee's Franchising, LLC

By: 
Brenda M. Maready, Manager

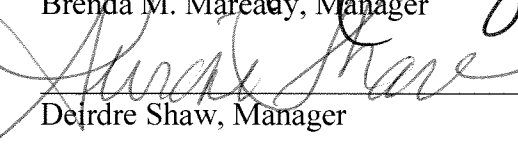


By: 
Deirdre Shaw, Manager

Exhibit A

Trademarks

Marks registered with the US Patent and Trademark Office Principal Register:

Mark	Registration Date/ Registration Number	Associated Goods/Services
	August 7, 2007 3,274,865	Boutique retail shops for women featuring clothing
MONKEE'S	August 7, 2007 3,274,864	Boutique retail shops for women featuring clothing
	August 7, 2007 3,274,863	Boutique retail shops for women featuring shoes, belts, jewelry, handbags, sunglasses and accessories
MONKEE'S	August 7, 2007 3,274,862	Boutique retail shops for women featuring shoes, belts, jewelry, handbags, sunglasses and accessories

Unregistered Marks:

“You might need a bigger closet”