

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
Posh Ventures, LLC		06/13/2012	LIMITED LIABILITY COMPANY: VIRGINIA
RECEIVING PARTY DATA			
Name:	POSHBRANDS, LLC		
Street Address:	9510 Osborne Turnpike		
City:	Henrico		
State/Country:	VIRGINIA		
Postal Code:	23231		
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	77486735	POSHTOTS	
Serial Number:	77486738	POSHTOTS	
Serial Number:	77508211	POSHLIVING	
Serial Number:	77905408	POSHTOTS	
Serial Number:	77211749	POSHCRAVINGS	
Serial Number:	77966707	THE MOST EXTRAORDINARY CHILDREN'S FURNISHINGS IN THE WORLD!	
Serial Number:	85495578	POSHTOTS	
Serial Number:	78243917	POSHTOTS	
Serial Number:	78665819	POSHLIVING	
CORRESPONDENCE DATA			
Fax Number:	8046982230		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			

OP \$240.00 77486735

Phone: 804-775-7871
Email: kgokey@mcguirewoods.com
Correspondent Name: Kymberleigh B. Gokey
Address Line 1: 901 E. Cary Street
Address Line 4: Richmond, VIRGINIA 23219

NAME OF SUBMITTER:	Kymberleigh B. Gokey
Signature:	/Kymberleigh B. Gokey/
Date:	06/13/2012

Total Attachments: 4
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BILL OF SALE AND ASSIGNMENT

This BILL OF SALE AND ASSIGNMENT AGREEMENT (the "Bill of Sale") is made and entered into as of June 21, 2012, by and between Posh Ventures, LLC, a Virginia limited liability company (the "Assignor") and POSHBRANDS, LLC, a Virginia limited liability company (the "Assignee" and together with the Assignor, the "Parties"). The Parties entered into a Bill of Sale of Personal Property dated February 7, 2009. This Bill of Sale is being entered into to confirm and expand the terms of the original bill of sale.

WHEREAS, Assignor has agreed to sell, transfer and assign all of its right, title and interest in and to all of its assets whatsoever, other than its interest in real estate known as Osborne Turnpike, Henrico, Virginia, but including, without limitation, all right, title and interest in or to any property, assets or rights used or useful in connection with the PoshTots, Posh Living or YoungAmerica.com businesses or the other business activities conducted by POSHBRANDS, LLC (the "Assets") to Assignee, including all of Assignor's worldwide rights, titles and interest in, to and under the Intellectual Property (as defined below), and Assignee has agreed to accept conveyance of the Assets and Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing and the agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. For purposes of this Bill of Sale and Assignment, "Intellectual Property" shall mean any or all of the following (a) works of authorship including, without limitation, computer programs, source code, and executable code, whether embodied in software, firmware or otherwise, documentation, designs, files, records, data and mask works, (b) inventions (whether or not patentable), improvements, and technology, (c) copyrighted and copyrightable materials, (d) proprietary and confidential information, trade secrets and know how, (e) databases, data compilations and collections and technical data, (f) logos, trade names, trade dress, trademarks and service marks, including without limitation the trademark registrations and applications set forth on Schedule A, together with the goodwill of the business which is associated with the foregoing, (g) domain names, web addresses and sites, (h) tools, methods and processes, and (i) any and all instantiations of the foregoing in any form and embodied in any media.

2. The Assignor hereby grants, sells, assigns, transfers, and conveys to Assignee, its successors and assigns all of Assignor's rights, title and interest in and to the Assets and all of Assignor's worldwide rights, title and interests in, to and under the Intellectual Property, including without limitation, (i) any unregistered common law rights in and to such Intellectual Property, (ii) statutory rights and registrations in and to the Intellectual Property, whether filed with the United States Copyright Office, the United States Patent and Trademark Office or any other agencies or authorities, governmental or otherwise, for the filing and/or registration of copyrights and/or other intellectual property, and (iii) any and all income royalties, or payments due or payable as of February 7, 2009 or thereafter, including, without limitation, the right to sue for and collect damages and other recoveries for past, present and future infringement of such Intellectual Property and the right to prosecute and maintain copyright, trademark and other applications and registrations for such Intellectual Property free and clear of any and all liens.

3. The Assignee hereby accepts the foregoing assignment of such Assets and Intellectual Property from the Assignor.

4. Assignor authorizes Assignee to file copyright, trademark and any other applications in any or all countries for any or all of the Intellectual Property in the name of Assignee or otherwise as Assignee may deem advisable.

5. Assignor authorizes and requests the United States Copyright Office, the United States Patent and Trademark Office and the applicable officials of any other agencies or authorities, governmental or otherwise, to issue or transfer all said Intellectual Property to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

6. As and to the extent that any governmental or quasi-governmental office or agency pertaining to the filing, registration, application or processing of the Intellectual Property, including without limitation the United States Copyright Office, the United States Patent and Trademark Office or the offices in which any of the Intellectual Property is or was registered, applied for, pending or recorded, requests that additional forms or documents be presented or executed by Assignor or his agents, affiliates or attorneys, Assignor shall, at Assignee's sole cost and expense, execute such documents and deliver them to Assignee or its agents, attorneys or designees, as applicable.

7. Except to the extent that federal law preempts state law with respect to matters covered hereby, this Bill of Sale and the rights and obligations of the parties hereto shall be governed by and shall be enforced and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to conflicts of law doctrines.

8. This Bill of Sale constitutes the entire agreement and supersedes all other prior agreements or understandings, whether written or oral, between the Parties with respect to the subject matter hereof.

9. This Bill of Sale may be amended or modified only by means of a written instrument executed by all of the Parties.

10. This Bill of Sale will bind and inure to the benefit of the Assignor and Assignee and their respective successors and permitted assigns.


11. This Bill of Sale may be executed in one or more counterparts, which together will constitute a single instrument. Signatures of the Parties transmitted by facsimile or in pdf format will be deemed to be their original signatures for all purposes.

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IN WITNESS WHEREOF, the Parties have executed this Bill of Sale effective as of the date set forth above.

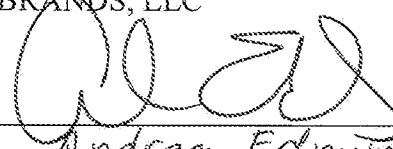
ASSIGNOR:

POSH VENTURES, LLC

By: 
Name: Andrea Edmunds
Title: Managing Member

ASSIGNEE:

POSHBRANDS, LLC

By: 
Name: Andrea Edmunds
Title: CEO

Schedule A

COUNTRY	TRADEMARK	SER NO	REG NO
CANADA	POSHTOTS	1,417,572	
EUROPEAN UNION	POSHTOTS	008803561	008803561
UNITED STATES	POSHTOTS	77/486,735	3,990,400
UNITED STATES	POSHTOTS	77/486,738	3,569,472
UNITED STATES	POSHLIVING	77/508,211	3,561,014
UNITED STATES	POSHTOTS	77/905,408	
UNITED STATES	POSHCRAVINGS	77/211,749	3,470,601
UNITED STATES	THE MOST EXTRAORDINARY CHILDREN'S FURNISHINGS IN THE WORLD!	77/966,707	3,930,256
UNITED STATES	POSHTOTS	85/495,578	
UNITED STATES	POSHTOTS (Stylized)	78/243,917	3,092,160
UNITED STATES	POSHLIVING	78/665,819	3,486,252