

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|--|---|----------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| | Name | Formerly | Execution Date |
| | UBC LTD. | | 06/22/2012 |
| | | | Entity Type |
| | | | CORPORATION: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Quincy Apparel, Ltd. | | |
| Street Address: | 303 W. 106th St., #2 | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10025 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| | Property Type | Number | Word Mark |
| | Registration Number: | 3598862 | QUINCY TAE'LOR |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7147558290 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Email: | ipdocket@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP, c/o Julie Dalke | | |
| Address Line 1: | 650 Town Center Dr, 20th floor | | |
| Address Line 2: | (050148-0-US002) | | |
| Address Line 4: | Costa Mesa, CALIFORNIA 92626 | | |
| ATTORNEY DOCKET NUMBER: | 050148-0-US002 | | |
| NAME OF SUBMITTER: | Adam Kummins | | |
| Signature: | /Adam Kummins/ | | |
| Date: | 07/11/2012 | | |
| Total Attachments: 3 source=DOC#page1.tif source=DOC#page2.tif source=DOC#page3.tif | | | |

OP \$40.00 3598862

TRADEMARK ASSIGNMENT AND CONVEYANCE AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is effective as of June 22, 2012 ("the Effective Date") by and between UBC Ltd., a New York corporation with an address of P.O. Box 420, Lindenhurst, NY 11757 (the "Assignor") and Quincy Apparel, Ltd., a Delaware corporation with an address of 303 W. 106th St, Apt 2, New York, NY 10025 ("Assignee"). The Assignor and Assignee shall collectively be referred to as "Parties" herein.

WHEREAS, Assignor has adopted, and is, to the best of its knowledge and belief, the owner of the trademark identified in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, domain name rights, causes of action, and the right to recover for past, current and future infringement (the "Trademark");

WHEREAS, Assignor has acquired goodwill in the business associated with and symbolized by the Trademark and has not abandoned same;

WHEREAS, Assignee is desirous of acquiring all rights, title, and interest in and to the Trademark owned by Assignor in the United States; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title, and interest as Assignor may possess in and to the Trademark in the United States;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Assignor hereby assigns and sells to Assignee all rights, title, and interest as Assignor may possess in and to the Trademark, together with the goodwill associated with the Trademark.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement of assignment as of the "Effective Date" as described herein above.

ASSIGNOR

UBC Ltd.

By:  _____

David Woods
President

ASSIGNEE

Quincy Apparel, Ltd.

By:  _____

Christina Wallace
President

Schedule A

| Trademark | Serial No. | Filing Date | Registration No. | Registration Date |
|------------------|-------------------|--------------------|-------------------------|--------------------------|
| QUINCY TAE'LOR | 76/610668 | September 8, 2004 | 3598862 | March 31, 2009 |

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RECORDED: 07/11/2012

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