

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
WOMEN'S APPAREL GROUP, LLC		11/30/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	DISTINCTIVE APPAREL, INC.
Street Address:	5425 Wisconsin Avenue
Internal Address:	Suite 701
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	3736026	BA BOSTON APPAREL GROUP
Registration Number:	3747989	BOSTON APPAREL GROUP
Registration Number:	3350530	BOSTON DESIGN STUDIO
Registration Number:	2747265	C CHADWICK'S REWARDS
Registration Number:	3363860	CCO
Registration Number:	1211131	CHADWICKS
Registration Number:	3690506	CHADWICKS
Registration Number:	1948523	CHADWICK'S
Registration Number:	2712159	CHADWICK'S
Registration Number:	2742087	CHADWICK'S
Registration Number:	3191808	CHADWICK'S
Registration Number:	3441951	CHADWICK'S FASHION POINTS
Registration Number:	1672908	CHADWICK'S OF BOSTON

OP \$1015.00 3736026

Registration Number:	2740497	CHADWICK'S REWARDS
Registration Number:	2903387	COMPARE ANYWHERE, YOU ALWAYS GET MORE AT ... CHADWICK'S
Registration Number:	1750226	FADS
Registration Number:	2807464	FASHIONCODE
Registration Number:	3206844	IT'S A REAL STEAL
Registration Number:	1989822	J.L. PLUM
Registration Number:	2114549	JENNIFER JAMES
Registration Number:	1255402	KATELYN COURT
Registration Number:	2103959	KNITT MIXX
Registration Number:	3440408	METRO LIFT
Registration Number:	3846346	METRO SLIMMER
Registration Number:	3435679	METROBLUES
Serial Number:	77092009	METROMUSTS
Serial Number:	77148347	METROPLEX
Registration Number:	2820510	METROSTYLE
Registration Number:	3266084	METROSTYLE
Registration Number:	3851141	METROSTYLE VIP POINTS
Registration Number:	3450247	METROWORKS
Registration Number:	2010503	REAL COMFORT
Registration Number:	2556486	REAL COMFORT
Serial Number:	78821807	RSVP PERFECT
Serial Number:	78635859	STYLE 24/7
Registration Number:	2082526	SUPER SLIMMER
Registration Number:	1649769	THE ORIGINAL OFF-PRICE FASHION CATALOG
Registration Number:	1467466	TOWER HILL
Registration Number:	3281155	WEAR2WORK
Registration Number:	3146858	YOU ALWAYS GET MORE!

**CORRESPONDENCE DATA**

Fax Number: 2024576315

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 202-457-6052

Email: IPDocketing@pattonboggs.com

Correspondent Name: PATTON BOGGS LLP

Address Line 1: 2550 M Street, NW

**TRADEMARK**  
**REEL: 004847 FRAME: 0132**

Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER: 027988.0115

NAME OF SUBMITTER: Matthew Laskoski

Signature: /Matthew Laskoski/

Date: 08/21/2012

**Total Attachments: 9**

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## **BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Bill of Sale") is made and entered into as of November 30, 2011, by Women's Apparel Group, LLC, a Delaware limited liability company ("Seller").

### **RECITALS**

A. Seller and Buyer have entered into that certain Asset Purchase Agreement dated August 22, 2011 between Seller and Distinctive Apparel, Inc. ("Buyer"), as amended by the terms of that certain "Order (I) Approving Sale of Substantially all of Debtor's Assets Free and Clear of all Liens, Claims, Interests and Encumbrances, (II) Approving Procedures for Assumption and Assignment of Executory Contracts and Unexpired Leases, and (III) Granting Related Relief" [Docket No. 383], entered on September 15, 2011 by the United States Bankruptcy Court for the District of Massachusetts, Eastern Division (Case No. 11-16217 (JNF)) (the "Sale Order") (as so amended the "Asset Purchase Agreement"). Unless otherwise defined herein, capitalized terms used herein without definition shall have the respective meanings provided in the Asset Purchase Agreement.

B. Pursuant to the Asset Purchase Agreement, the Seller has agreed to sell and the Buyer has agreed to purchase all of the Purchased Assets.

C. Pursuant to the Asset Purchase Agreement, the Seller has agreed to assign and the Buyer has agreed to assumed the Assumed Liabilities.

D. This Bill of Sale is intended to implement the provisions of the Asset Purchase Agreement and shall not be construed to enhance, extend or limit the rights or obligations of Buyer or Seller thereunder. To the extent any provision of this Bill of Sale is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control.

NOW, THEREFORE, in consideration of the premises and the other valuable consideration given by Buyer to Seller, the receipt and sufficiency of which are hereby acknowledged by Seller, and subject to the terms and conditions set forth in the Asset Purchase Agreement, the parties hereto, intending to be legally bound hereby, agree as follows:

### **AGREEMENT**

1. Effective as of the Closing, Seller hereby sells, transfers, conveys, sets over, assigns and delivers unto Buyer, its successors and assigns, to have and to hold for Buyer's own use and enjoyment and for the use and enjoyment of Buyer's successors and assigns forever, all of Seller's right, title and interest in and to the Purchased Assets, wherever located, as the same exist on the date hereof pursuant to the terms and conditions of the Asset Purchase Agreement, free and clear of all Liens and Claims to the extend provide in the Sale Order and the Asset Purchase Agreement, subject to the representations and warranties in the Asset Purchase Agreement, and specifically excluding the Excluded Assets.

2. Effective as of the Closing, Seller hereby contributes, coveys, transfers and assigns to Buyer all of the Seller's duties and obligations that constitute the Assumed Liabilities,

pursuant to and in accordance with the terms and conditions of the Asset Purchase Agreement.

3. The Buyer hereby assumes and agrees to duly perform and discharge, when due, the Assumed Liabilities, pursuant to and in accordance with the terms and conditions of the Asset Purchase Agreement.

4. From and after the Closing, Seller hereby authorizes Buyer to take any appropriate action, at the sole expense of Buyer, to protect the right, title and interest hereby conveyed in connection with the aforesaid property hereby sold, transferred, conveyed, set over, assigned and delivered to Buyer. Such action may be taken in the name of Seller or Buyer or any other name (but for the benefit of Buyer or its successors and assigns) against each and every Person whomsoever claiming or asserting any claim against any or all of the aforesaid property.

5. Seller hereby constitutes and appoints Buyer, its successors and assigns, the true and lawful attorney of Seller with full power of substitution in the name and stead of Seller, but on behalf and for the benefit of Buyer, its successors and assigns, to demand and receive any and all of the Purchased Assets and to give receipts and releases for and in respect to the same or any part thereof, to prosecute, compromise and settle, at the sole expense of Buyer, any and all actions or proceedings at law, in equity or otherwise, which the Buyer reasonably may require for the collection or reduction to possession of any of the Purchased Assets, Seller hereby declaring that the foregoing powers are coupled with an interest and are not revocable and shall not be revoked by Seller for any reason whatsoever.

6. If at any time at or after the date hereof, Buyer either considers or is advised that any deed, other instrument of conveyance or transfer, assignment or assurance or other documentation or the taking of any other act is reasonably necessary or proper to vest, perfect or confirm in Buyer, its successors or assigns, of record or otherwise, the title to any of the Purchased Assets, Seller agrees to execute and deliver all such reasonable deeds, instruments, assignments, assurances and documents and to do all things as the Buyer may reasonably require to convey, assign, set over, transfer to, delivery and vest in the Buyer, and to put the Buyer in possession of, any of the Purchased Assets.

7. This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

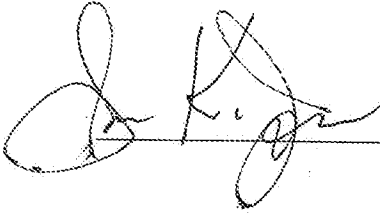
8. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of laws principles thereof.

9. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the day and year first above written.

WITNESS:



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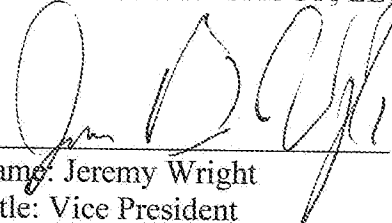
WITNESS:

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**SELLER:**

WOMEN'S APPAREL GROUP, LLC

By:



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Name: Jeremy Wright  
Title: Vice President

**BUYER:**

DISTINCTIVE APPAREL, INC.

By:

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Name:  
Title:

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the day and year first above written.

**SELLER:**

WITNESS:

WOMEN'S APPAREL GROUP, LLC

\_\_\_\_\_

By: \_\_\_\_\_

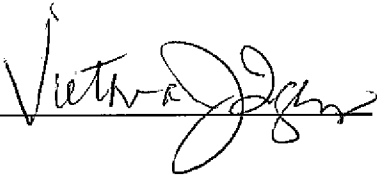
Name:

Title:

**BUYER:**

WITNESS:

DISTINCTIVE APPAREL, INC.

  
\_\_\_\_\_

By:  \_\_\_\_\_

Name: Lawrence S. Berger

Title: President

**Schedule 1.31**

**Intellectual Property Rights**

**Trademarks:**

<b>Ser No</b>	<b>Reg No</b>	<b>Mark</b>	<b>Owner</b>	
77639727	3736026	BA BOSTON APPAREL GROUP	Women's Apparel Group, LLC	
77826791	3747989	BOSTON APPAREL GROUP	Women's Apparel Group, LLC	
77083181	3350530	BOSTON DESIGN STUDIO	Women's Apparel Group, LLC	
78151769	2747265	C CHADWICK'S REWARDS	Women's Apparel Group, LLC	
78962690	3363860	CCO	Women's Apparel Group, LLC	
73340718	1211131	CHADWICKS	Women's Apparel Group, LLC	
77605026	3690506	CHADWICKS	Women's Apparel Group, LLC	
2485902	2485902	CHADWICK'S	Community Mark	



Ser No	Reg No	Mark	Owner	
520815	842356	CHADWICK'S	Mexico	
74596595	1948523	CHADWICK'S	Women's Apparel Group, LLC	
78066533	2712159	CHADWICK'S	Women's Apparel Group, LLC	
78167530	2742087	CHADWICK'S	Women's Apparel Group, LLC	
78675275	3191808	CHADWICK'S	Women's Apparel Group, LLC	
77189603	3441951	CHADWICK'S FASHION POINTS	Women's Apparel Group, LLC	
74137527	1672908	CHADWICK'S OF BOSTON	Women's Apparel Group, LLC	
78152634	2740497	CHADWICK'S REWARDS	Women's Apparel Group, LLC	
78307973	2903387	COMPARE ANYWHERE, YOU ALWAYS GET MORE AT	Women's Apparel Group, LLC	

<b>Ser No</b>	<b>Reg No</b>	<b>Mark</b>	<b>Owner</b>	
74285970	1750226	FADS	Women's Apparel Group, LLC	
78150292	2807464	FASHIONCODE	Women's Apparel Group, LLC	
78619115	3206844	IT'S A REAL STEAL	Women's Apparel Group, LLC	
74686582	1989822	J.L. PLUM	Women's Apparel Group, LLC	
74725860	2114549	JENNIFER JAMES	Women's Apparel Group, LLC	
73376364	1255402	KATELYN COURT	Women's Apparel Group, LLC	
74725863	2103959	KNITT MIXX	Women's Apparel Group, LLC	
77298469	3440408	METRO LIFT	Women's Apparel Group, LLC	
77802698	3846346	METRO SLIMMER	Women's Apparel Group, LLC	

<b>Ser No</b>	<b>Reg No</b>	<b>Mark</b>	<b>Owner</b>	
77802698	3846346	METRO SLIMMER	Women's Apparel Group, LLC	
77298454	3435679	METROBLUES	Women's Apparel Group, LLC	
77092009	NONE	METROMUSTS	Women's Apparel Group, LLC	
77148347	NONE	METROPLEX	Women's Apparel Group, LLC	
78975190	2820510	METROSTYLE	Women's Apparel Group, LLC	
78678667	3266084	METROSTYLE	Women's Apparel Group, LLC	
77754235	3851141	METROSTYLE VIP POINTS	Women's Apparel Group, LLC	
77076831	3450247	METROWORKS	Women's Apparel Group, LLC	
74497889	2010503	REAL COMFORT	Women's Apparel Group, LLC	

Ser No	Reg No	Mark	Owner	
75622107	2556486	REAL COMFORT	Women's Apparel Group, LLC	
78821807	NONE	RSVP PERFECT	Chadwick's of Boston	
78635859	NONE	STYLE 24/7	Registrant Redcats USA, L.P.; assignment from Chadwick's of Boston, Inc. to Women's Apparel Group, LLC (so break in title)	
75109288	2082526	SUPER SLIMMER	Women's Apparel Group, LLC	
73818233	1649769	THE ORIGINAL OFF-PRICE FASHION CATALOG	Women's Apparel Group, LLC	
73653755	1467466	TOWER HILL	Women's Apparel Group, LLC	
78931626	3281155	WEAR2WORK	Chadwick's of Boston	
78608615	3146858	YOU ALWAYS GET MORE!	Women's Apparel Group, LLC	