

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
CASUAL LIVING ACQUISITION, LLC		06/30/2011	LIMITED LIABILITY COMPANY: MASSACHUSETTS

**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: 3**

Property Type	Number	Word Mark
Registration Number:	1647767	CASUAL LIVING
Registration Number:	1671411	CASUAL LIVING U.S.A.
Registration Number:	3778951	CASUAL LIVING

**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  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER:	027988.0115
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OP \$90.00 1647767

NAME OF SUBMITTER:	Matthew Laskoski
Signature:	/Matthew Laskoski/
Date:	08/21/2012
Total Attachments: 4 source=Bill of Sale#page1.tif source=Bill of Sale#page2.tif source=Bill of Sale#page3.tif source=Bill of Sale#page4.tif	

## **BILL OF SALE**

This Bill of Sale is made this 30<sup>th</sup> day of June 2011, from Distinctive Apparel, Inc., a Delaware corporation ("Secured Party"), to Distinctive Apparel, Inc., a Delaware corporation ("Buyer").

Secured Party hereby sells, transfers, assigns, conveys and delivers to Buyer, all of the right, title and interest of Casual Living Acquisition, LLC, a Massachusetts limited liability company ("CLA") in and to all tangible and intangible property and assets of CLA including without limitation the assets set forth on Schedule A and Schedule B attached hereto (the "Subject Assets"), to have and to hold the Subject Assets unto Buyer and its heirs, successors and assigns to and for its and their own proper use and benefit forever.

This conveyance is made pursuant to (i) that certain Amended and Restated Senior Secured Subordinated Promissory Note in the principal amount of \$1,500,000 dated as of June 7, 2011, by CLA and Women's Apparel Group, LLC, a Delaware limited liability company, to the order of Secured Party, as the lender thereunder and as successor in interest to Women's Apparel Group FinCo, LLC, a Delaware limited liability company, and all loan documents in connection therewith executed for the benefit of Secured Party (ii) the public sale held on June 30, 2011, at 12:00 p.m., Eastern Time (Daylight Savings Time) at the offices of Women's Apparel Group, LLC located at 300 Constitution 300 Constitution Drive, Taunton, Massachusetts 02780, and (iii) the applicable provisions of the Uniform Commercial Code, as enacted in the States of New York and Massachusetts.

By its acceptance hereof, Buyer has not assumed any obligations or other liabilities of Secured Party to the debtors and other obligors under the aforesaid loan.

The internal laws of New York shall govern the validity and interpretation of this Bill of Sale and the performance by the parties hereto of their respective duties and obligations hereunder.

*[Remainder of Page Intentionally Left Blank]*



## Schedule A

### Subject Assets

ALL ASSETS OF CASUAL LIVING ACQUISITION, LLC, A MASSACHUSETTS LIMITED LIABILITY COMPANY, ("CLA") OTHER THAN THE EXCLUDED ASSETS (as defined below) including, without limitation all of the following: inventory; accounts, accounts receivable, and other rights to payment; machinery and equipment and all related parts and supplies; office equipment, furniture, furnishings, computers, and all related parts and supplies; leasehold improvements; intellectual property, including computer programs, know-how, processes, designs, techniques, plans, engineering drawings, artwork, packaging, advertising material, specifications, models, inventions, including all underlying works and all derivative works of the foregoing and all rights of CLA therein, including all copyrights and copyright applications, trademarks and trademark applications, trade names, service marks, logos and associated goodwill, patents and patent applications, and trade secret rights; customer lists; all rights under contracts to which CLA is a party; all other tangible or intangible personal property; and all books, records, correspondence, files and documents of any kind relating to the foregoing (collectively, the "Property"), provided, however, the Property shall not include (i) any rights or interests of CLA under that certain Agreement Regarding Certain Matters dated as of June 6, 2011 among each of CLA, Women's Apparel Group, LLC, a Delaware limited liability company ("WAG"), Women's Apparel Group Holdings, Inc., a Delaware corporation, and Distinctive Apparel, Inc., a Delaware corporation ("DAI"), (ii) any "Excluded Property" as such term is defined in that certain Security Agreement by and among WAG, CLA and DAI, as successor in interest to Women's Apparel Group FinCo, LLC, a Delaware limited liability company (collectively, the "Excluded Assets").

**Schedule B**

**Copyrights**

<b>Title</b>	<b>Registration Number</b>	<b>Published/ Created</b>	<b>Registration No.</b>
Girlfriends statue	VAu 598-127	6/25/1905	5/8/2003

**Trademarks**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No.</b>	<b>Registration No.</b>
CASUAL LIVING	U.S.	74034367	1647767
CASUAL LIVING U.S.A.	U.S.	74109876	1671411
CASUAL LIVING	U.S.	77565295	3778951