

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | | | | |
|---|--|----------------|---|------------------------|--------------------------------|---------------------|----------|-----------------------|---|---------------------|-------|---------------------|---|
| NATURE OF CONVEYANCE: | the submission is to correct an error made in a previously recorded document (Reel/Frame No. 4790/0483) that erroneously affects the identified application and registration | | | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Formerly</th> <th style="width: 25%;">Execution Date</th> <th style="width: 25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Devon Worldwide LLC</td> <td></td> <td>10/04/2012</td> <td>LIMITED LIABILITY COMPANY: PENNSYLVANIA</td> </tr> </tbody> </table> | | Name | Formerly | Execution Date | Entity Type | Devon Worldwide LLC | | 10/04/2012 | LIMITED LIABILITY COMPANY: PENNSYLVANIA | | | | |
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| RECEIVING PARTY DATA | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Devon Worldwide LLC</td> </tr> <tr> <td>Street Address:</td> <td>485 Seventh Avenue, Suite 1680</td> </tr> <tr> <td>City:</td> <td>New York</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10018</td> </tr> <tr> <td>Entity Type:</td> <td>LIMITED LIABILITY COMPANY: PENNSYLVANIA</td> </tr> </table> | | Name: | Devon Worldwide LLC | Street Address: | 485 Seventh Avenue, Suite 1680 | City: | New York | State/Country: | NEW YORK | Postal Code: | 10018 | Entity Type: | LIMITED LIABILITY COMPANY: PENNSYLVANIA |
| Name: | Devon Worldwide LLC | | | | | | | | | | | | |
| Street Address: | 485 Seventh Avenue, Suite 1680 | | | | | | | | | | | | |
| City: | New York | | | | | | | | | | | | |
| State/Country: | NEW YORK | | | | | | | | | | | | |
| Postal Code: | 10018 | | | | | | | | | | | | |
| Entity Type: | LIMITED LIABILITY COMPANY: PENNSYLVANIA | | | | | | | | | | | | |
| PROPERTY NUMBERS Total: 2 | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 15%;">Number</th> <th style="width: 65%;">Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>4145559</td> <td>YOON</td> </tr> <tr> <td>Serial Number:</td> <td>85363181</td> <td>YOON</td> </tr> </tbody> </table> | | Property Type | Number | Word Mark | Registration Number: | 4145559 | YOON | Serial Number: | 85363181 | YOON | | | |
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| Registration Number: | 4145559 | YOON | | | | | | | | | | | |
| Serial Number: | 85363181 | YOON | | | | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | | | | |
| Fax Number: 7182339280 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> Phone: 718-916-0254 Email: avishev@vishevlaw.com Correspondent Name: Anna Vishev Address Line 1: 44 Cortelyou Avenue Address Line 4: Staten Island, NEW YORK 10312 | | | | | | | | | | | | | |
| ATTORNEY DOCKET NUMBER: | 8093-0001 | | | | | | | | | | | | |
| NAME OF SUBMITTER: | Anna Vishev | | | | | | | | | | | | |

OP \$65.00 4145559

| | |
|--|---------------|
| Signature: | /anna vishev/ |
| Date: | 10/10/2012 |
| <p>Total Attachments: 45</p> <p>source=Affidavit (final)#page1.tif source=Affidavit (final)#page2.tif source=Affidavit (final)#page3.tif source=Affidavit (final)#page4.tif source=Affidavit (final)#page5.tif source=Affidavit (final)#page6.tif source=Affidavit (final)#page7.tif source=Affidavit (final)#page8.tif source=Exhibits A to l#page1.tif source=Exhibits A to l#page2.tif source=Exhibits A to l#page3.tif source=Exhibits A to l#page4.tif source=Exhibits A to l#page5.tif source=Exhibits A to l#page6.tif source=Exhibits A to l#page7.tif source=Exhibits A to l#page8.tif source=Exhibits A to l#page9.tif source=Exhibits A to l#page10.tif source=Exhibits A to l#page11.tif source=Exhibits A to l#page12.tif source=Exhibits A to l#page13.tif source=Exhibits A to l#page14.tif source=Exhibits A to l#page15.tif source=Exhibits A to l#page16.tif source=Exhibits A to l#page17.tif source=Exhibits A to l#page18.tif source=Exhibits A to l#page19.tif source=Exhibits A to l#page20.tif source=Exhibits A to l#page21.tif source=Exhibits A to l#page22.tif source=Exhibits A to l#page23.tif source=Exhibits A to l#page24.tif source=Exhibits A to l#page25.tif source=Exhibits A to l#page26.tif source=Exhibits A to l#page27.tif source=Exhibits A to l#page28.tif source=Exhibits A to l#page29.tif source=Exhibits A to l#page30.tif source=Exhibits A to l#page31.tif source=Exhibits A to l#page32.tif source=Exhibits A to l#page33.tif source=Exhibits A to l#page34.tif source=Exhibits A to l#page35.tif source=Exhibits A to l#page36.tif source=Exhibits A to l#page37.tif</p> | |

3. I submit this Affidavit in support of Applicant's request to annul the assignment, dated August 1, 2011, and recorded with the U.S. Patent and Trademark Office under Reel/Frame No. 4790/0483, of certain trademarks identified in schedule "A" thereto on the grounds: (a) the assignment contains erroneous information in that it was executed without the proper corporate authority of Applicant; and (b) the transfer of the trademarks pursuant to the assignment was not supported by any consideration. A copy of the assignment (the "Assignment") is attached hereto as **Exhibit "A"**.

The Parties

4. Applicant is a Pennsylvania limited liability corporation.
5. Applicant was organized on August 29, 2010. A copy of the Applicant's Certificate of Organization is attached as **Exhibit "B"**.
6. Applicant was and is engaged in business as a manufacturer and distributor of ladies apparel (sweaters, t-shirts, knitwear) and maintains a place of business at 485 Seventh Avenue, New York, NY.
7. Eric Schiffer a/k/a Ricky Schiffer ("R. Schiffer") is a former officer and employee of the Applicant.
8. Kaci Schiffer ("K. Schiffer") is the daughter of R. Schiffer and is a former employee of the Applicant.

General Background

9. In or about the late summer of 2010, I was interested in forming and operating a new apparel venture. In this regard, Applicant was formed.
10. Since I had substantial and valuable contacts with various Chinese factories for the production of the garments to be sold, I was interested in hiring someone who had strong relationships and contacts with the potential retail customers. R. Schiffer was introduced to me by a mutual acquaintance as someone with such qualifications.
11. There were numerous meetings and/or communications with R. Schiffer in connection with the operations of Applicant, our respective roles, financial contributions and all other facets of the anticipated business operations. It was agreed I would be responsible for the production and financial issues and R. Schiffer would be responsible for selling issues.¹
12. The brand name under which Devon would sell its apparel was part of these discussions. Several brand names were considered, and it was ultimately agreed that the name "Yoon" would be used.
13. R. Schiffer further agreed the Yoon trademark would be owned by Devon.

R. Schiffer wrote to me:

¹Attached hereto as Exhibit "C" is the Operating Agreement for Applicant. Pursuant to the Operating Agreement, Ricky Schiffer, Ning Sun and I were the designated managers.

"Please have your atty apply for the Yoon trademark immediately thru Devon..."

See the November 4th, 2010 electronic communication from R. Schiffer attached as **Exhibit "D"**.

14. As further part of these discussions, it was agreed that I would contribute the monies needed to fund Devon's initial operations. It was also understood, since I was funding the business operations, that R. Schiffer would have no check signing authority on behalf of Devon; indeed, he never did.
15. R. Schiffer made no financial investment in Devon.

Registration, Ownership And Use Of "Yoon" Trademarks

16. As stated above, and as reflected in **Exhibit "D"**, R. Schiffer agreed that Devon would be the sole, lawful owner of the "Yoon" trademarks and trademark applications ("Yoon Marks").
17. In fact, trademark applications were duly filed and registered with the United States Patent and Trademark Office, Application Nos.: 85/363,162 and 85/363,181, each filed on July 5, 2011. As such, Devon owned the exclusive rights to use the Yoon Marks for sweaters, hats, gloves, scarves,

knit shirts and t-shirts.²

18. At all times during the period January, 2011 to July, 2012, Devon acted as the sole owner of the Yoon Marks. During this period, Devon continuously used the Yoon Marks in its business operations, selling in excess of 1.5 million dollars of garments bearing the Yoon Marks, devoting itself full-time to the development of its reputation and goodwill in the marketplace as the owner of "Yoon".

Unauthorized Assignment of the "Yoon" Marks

19. R. Schiffer continued to work for Devon, involved in its daily business operations, until July, 2012.
20. After his departure I learned for the first time that the Yoon Marks had been improperly assigned and transferred by R. Schiffer to K. Schiffer in August, 2011 pursuant to the Assignment.

THE ASSIGNMENT SHOULD BE ANNULLED

R. Schiffer Lacked Authority To Assign The Yoon Marks.

21. R. Schiffer possessed no authority to unilaterally assign the Yoon Marks. The Devon Operating Agreement, at Section 4.03, authorized a disposition of assets only if the Managers (meaning myself, Ning Sun and R. Schiffer)

²All fees and costs in connection with the registration of the Yoon Marks were paid for by Devon. See Exhibit "E" hereto.

authorized the same.

“4.3 Powers of Managers. The Managers are authorized on the Company’s behalf to make decisions as to (a) the sale, development lease or other disposition of the Company’s assets...” (Emphasis Supplied).

This Section clearly contemplated any disposition of assets being authorized by all the Managers. The Assignment, however, was signed by only R. Schiffer, without the knowledge or consent of the other Managers. The Assignment was never approved by either myself or Ning Sun. As such, the assignment of the Yoon Marks is a nullity.

The Assignment Was Executed Without The Knowledge or Consent of the Managers.

22. That R. Schiffer concealed and failed to disclose his execution of the Assignment and the transfer of the Yoon Marks is amply demonstrated by the fact that he continued to act as if Devon was still the owner of the Yoon Marks and the Assignment had not been executed, pursuing infringement claims on behalf of Devon, when he knew he had, in fact, executed the Assignment and transferred ownership of the Yoon Marks to K. Schiffer.
23. For instance, notwithstanding the fact that R. Schiffer had, in fact, assigned ownership of the Yoon Marks to K. Schiffer on August 1, 2011, from October, 2011 to January, 2012, Devon’s prior trademark counsel, at R.

Schiffer's direction, pursued infringement claims on behalf of Devon against third parties regarding the Yoon Marks as if Devon was still the owner. Attached hereto as **Exhibits, "F", "G" and "H"** are the October 18th, 2011, January 26th, 2012 and January 31st, 2012 letters, respectively, from the law firm of Certilman Balin to various third parties regarding the infringement of Devon's rights in the Yoon Marks. These letters were written at R. Schiffer's direction after the Assignment was signed by R. Schiffer.

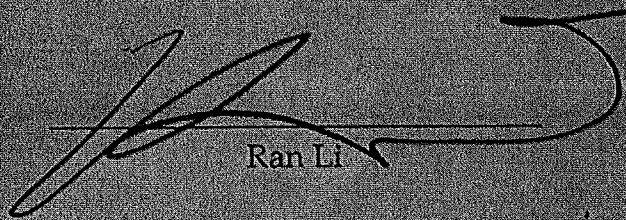
24. Indeed, in R. Schiffer's January 26th, 2012 electronic communication to me, in connection with these infringement claims, R. Schiffer stated they were being pursued as "*we are protecting our asset.*" , meaning Devon's rights in the Yoon Marks, concealing from me at that time that he had previously assigned the Yoon Marks to K. Schiffer pursuant to the Assignment. A copy of R. Schiffer's January 26th, 2012 electronic communication is attached as **Exhibit "I"**.

There Was No Consideration For the Transfer of the Yoon Trademarks.

25. At no time did R. Schiffer possess authority to assign on his command alone the Yoon Marks, let alone transfer the same for no consideration. Yet that is exactly what he has done.
26. The Assignment contemplated a payment of "...fair market value". See **Exhibit "A"** at ¶ 2.

27 However, no payment(s) were ever made in connection with the
Assignment.

WHEREFORE, and for the reasons stated herein, Applicant respectfully requests
that the within motion be granted in its entirety, and for such other, further and
different relief as this Court deems just and proper.



Ran Li

Sworn to before me
this 4 day of October, 2012



Notary Public

GILBERT A. LAZARUS
Notary Public, State of New York
No. 02LA4966885
Qualified in New York County
Commission Expires July 21, 2014

EXHIBIT {A}

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") dated as of the 1 day of August, 2011 (the "Effective Date") is entered into freely by and between Devon Worldwide LLC, a Pennsylvania Limited Liability Company with offices at 485 Seventh Avenue, Suite 1680, New York, New York 10018 ("Assignor") and Kacie Schiffer, an individual ("Assignee"). Assignor and Assignee are sometimes referred to collectively as the "Parties" and each a "Party."

W I T N E S S E T H

WHEREAS, Assignor is the owner of the various U.S. Trademarks and/or U.S. Trademark applications, identified on the annexed schedule "A" (the "Trademarks"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest (including the goodwill associated therein) in the Trademarks in perpetuity;

NOW, therefore, in consideration of the promises and premises contained herein, the Parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks to Assignee. Assignee hereby accepts the assignment of all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks of her own free will and accord.
2. Consideration. In consideration for the assignment set forth in Section 1, Assignee shall pay Assignor the fair market value of the Trademarks, payable on or before the Effective Date. The Parties agree that the consideration and the determination of fair market value shall be determined jointly by the Parties.
3. Representations and Warranties. Assignor represents and warrants to Assignee:
 - (a) Assignor has the right, power and authority to enter into this Agreement;
 - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
 - (c) The Trademarks are free of any and all liens, security interests, encumbrances or licenses;
 - (d) The Trademarks do not infringe the rights of any person or entity;
 - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
 - (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
 - (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment.

4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Assignment, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.

5. Entire Agreement. This Assignment, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms not contained within the four corners of this Assignment.

6. Amendment. This Assignment and the agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this Assignment.

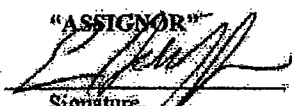
7. Severability. If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

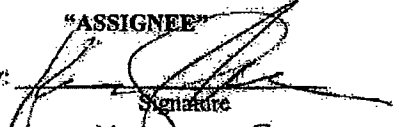
8. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Assignment. Notwithstanding the foregoing, Assignor agrees to pay all fees and costs associated with prosecution, registration, maintenance of the Trademarks and/or any legal fees and costs associated with protection and prosecution of the Trademarks. The Parties agree that Assignor shall be responsible for completing the prosecution of the Trademarks and are hereby authorized to sign all necessary documentation, filings and/or affidavits as the owner of the Trademarks, notwithstanding this Assignment. It is hereby agreed to by the Parties that this Assignment will not be recorded with the United States Patent and Trademark Office until after the Trademarks are approved and registration certificates have issued.

9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the United States of America and the State of New York. This Assignment is dated as of the Effective Date.

DEVON WORLDWIDE LLC

KACIE SCHIFFER

"ASSIGNOR"
By: 
Signature
Name: ERIC SCHIFFER
Title: CEO

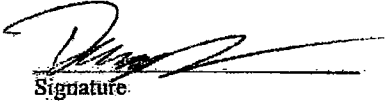
"ASSIGNEE"
By: 
Signature
Name: KACIE SCHIFFER
SSN: 059 80 5427
Address: 54 JANE ST.
NY, N.Y.
10014

NOTARIZATION FORM

State of New York)
) ss.:
County of New York)

On Oct 26, 2011 before me personally appeared Eric Schreff, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as Eric Schreff, CEO of Devon Worldwide LLC, and that by his signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Signature
Notary

DOUGLAS E. ROWE
Notary Public, State Of New York
No. 4762050
Qualified In Nassau County
Commission Expires August 31, 20 14

SEAL HERE

SCHEDULE "A"

TRADEMARKS BEING ASSIGNED

| <u>MARK</u> | <u>SERIAL NUMBER OR REGISTRATION NUMBER</u> | <u>DATE OF FILING</u> |
|-------------|---|-----------------------|
| 1. YOON | 85/363,162 | July 5, 2011 |
| 2. YOON | 85/363,181 | July 5, 2011 |

EXHIBIT {B}

Domestic Limited Liability Company

ST, PA04B

From: pao4b@state.pa.us
Sent: Tuesday, August 24, 2010 6:18 PM
To: ST, PA04B
Subject: PA04B New Registration 300067

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU
Certificate of Organization
Domestic Limited Liability Company
(15 Pa.C.S. § 8913)

Document will be returned to the name and address you enter below.

Name

Ran LI
Address
1885 Covered Bridge Road
Address

Commonwealth of Pennsylvania
CERTIFICATE OF ORGANIZATION 6 Page(s)

City State Zip
Malvern PA 19355



T1028760039

Email: ivysunlee@yahoo.com

Fee: \$125

In compliance with the requirements of 15 Pa.C.S. § 8913 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

- The name of the limited liability company (designator is required, i.e., "company", "limited" or "limited liability company" or abbreviation):
Devon Worldwide LLC
- The (a) address of limited liability company's initial registered office in this Commonwealth or (b) name of commercial registered office provider and the county of venue is:
(a) Number and Street City State Zip County
1885 Covered Bridge Road Malvern PA 19355 15
(b) Name of Commercial Registered Office County
- The name and address, including street and number, if any, of each organizer is (all organizers sign on page 2):
Name Address
ran li 1885 Covered Bridge Road Malvern PA 19355
- Strike out if inapplicable term
A member's interest in the company is to be evidenced by a certificate of membership interest.
- Strike out if inapplicable

PA DEPT. OF STATE

8/25/2010

OCT 14 2010

Management of the company is vested in a manager or managers.

6. The specified effective date, if any is:

08 29 2010

Month Day Year hour, if any

7. *Strike out if inapplicable term:* The company is a restricted professional company organized to render the following restricted professional service(s):

8. For additional provisions of the certificate, if any, attach an 8½ x 11 sheet.

IN TESTIMONY WHEREOF, the
organizer(s) has (have) signed this
Certificate of Organization this

First day of October, 2010

Signature *Sep 28, 2010*

Signature *9/28/2010*

Signature

0006720100824

8/25/2010

EXHIBIT {C}

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
Devon Worldwide LLC**

**ARTICLE I
Company Formation**

- 1.1 **FORMATION.** The Members hereby form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.
- 1.2 **NAME.** The name of the Company shall be: Devon Worldwide LLC
- 1.3 **REGISTERED AGENT.** The name and location of the registered agent of the Company shall be:
- Ning Sun
- 1865 Covered Bridge Road, Malvern, PA 19355
- 1.4 **TERM.** The Company shall continue for a perpetual period.
- (a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or
- (b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or
- (c) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of any other event that terminates the continued membership of a Member of the Company; or
- (d) Any other event causing dissolution of this Limited Liability Company under the laws of the State of Pennsylvania.
- 1.5 **CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there are at least two remaining Members, said remaining Members shall have the right to continue the business of the Company. Such right can be exercised only by the unanimous vote of the remaining

Members within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Members to continue the business of the Company shall expire.

1.6 **BUSINESS PURPOSE.** The purpose of the Company is to Design, manufacture,
marketing apparel and related products.

1.7 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be:

1865 Covered Bridge Road, Malvern, PA 19355

Principal place of business may be changed at a location the Managers from time to time select.

1.8 **THE MEMBERS.** The name and place of residence of each member are contained in Exhibit 2 attached to this Agreement.

1.9 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company, without the prior unanimous written consent of the Members.

ARTICLE II

Capital Contributions

2.1 **INITIAL CONTRIBUTIONS.** The Members initially shall contribute to the Company capital as described in Exhibit 3 attached to this Agreement.

2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

ARTICLE III

Profits, Losses and Distributions

3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Exhibit 2 as amended from time to time in accordance with Treasury Regulation 1.704-1.

- 3.2 **DISTRIBUTIONS.** The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE IV **Management**

- 4.1 **MANAGEMENT OF THE BUSINESS.** The name and place of residence of each Manager is attached as Exhibit 1 of this Agreement. By a vote of the Members holding a majority of the capital interests in the Company, as set forth in Exhibit 2 as amended from time to time, shall elect so many Managers as the Members determine, but no fewer than one, with one Manager elected by the Members as Chief Executive Manager. The elected Manager(s) may either be a Member or Non-Member.
- 4.2 **MEMBERS.** The liability of the Members shall be limited as provided pursuant to applicable law. Members that are not Managers shall take no part whatever in the control, management, direction, or operation of the Company's affairs and shall have no power to bind the Company. The Managers may from time to time seek advice from the Members, but they need not accept such advice, and at all times the Managers shall have the exclusive right to control and manage the Company. No Member shall be an agent of any other Member of the Company solely by reason of being a Member.
- 4.3 **POWERS OF MANAGERS.** The Managers are authorized on the Company's behalf to make decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts. In the exercise of their management powers, the Managers are authorized to execute but must get Chief Executive Manager's confirmation to deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.
- 4.4 **CHIEF EXECUTIVE MANAGER.**

The Chief Executive Manager shall have primary responsibility for managing the operations of the Company and for confirming and effectuating the decisions of the Managers.

- 4.5 **NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Managers may designate.
- 4.6 **COMPANY INFORMATION.** Upon request, the Managers shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at the requesting Member's expense.
- 4.7 **EXCULPATION.** Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members.
- 4.8 **INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.
- 4.9 **RECORDS.** The Managers shall cause the Company to keep at its principal place of business the following:
- (a) a current list in alphabetical order of the full name and the last known street address of each Member;

(b) a copy of the Certificate of Formation and the Company Operating Agreement and all amendments;

(c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(d) copies of any financial statements of the limited liability company for the three most recent years.

ARTICLE V **Compensation**

5.1 **MANAGEMENT FEE.** Any Manager rendering services to the Company shall be entitled to compensation commensurate with the value of such services.

5.2 **REIMBURSEMENT.** The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

ARTICLE VI **Bookkeeping**

6.1 **BOOKS.** The Managers shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books shall be kept on such method of accounting as the Managers shall select. The company's accounting period shall be the calendar year.

6.2 **MEMBER'S ACCOUNTS.** The Managers shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:

(a) any additional capital contribution made by him/her;

(b) credit balances transferred from his distribution account to his capital account; and decreased by:

(a) distributions to him/her in reduction of Company capital;

(b) the Member's share of Company losses if charged to his/her capital account.

6.3 **REPORTS.** The Managers shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE VII
Transfers

- 7.1 **ASSIGNMENT.** If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his Interest in the Company, such Member shall first make a written offer to sell such interest to the other Members at a price determined by mutual agreement. If such other Members decline or fail to elect such Interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the applicable law, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
Devon Worldwide LLC.

LISTING OF MANAGERS

By a majority vote of the Members the following Managers were elected to operate the Company pursuant to ARTICLE 4 of the Agreement:

Printed Name RICK SCHIFFER
Chief Executive Manager

2121 PACIFIC BLVD Address
ATLANTIC BEACH
N.Y. 11509

Printed Name NING SUN
Chief Executive Manager

1865 Covered Bridge Rd Address
Malvern, PA
19355

Printed Name Ray Li
Title COO, Chief operation officer

1865 Covered Bridge Rd Address
Malvern, PA
19355

The above listed Manager(s) will serve in their capacities until they are removed for any reason by a majority vote of the Members as defined by ARTICLE 4 or upon their voluntary resignation.

Signed and Agreed this 25 day of NOVEMBER, 2010.

Judith Schiffer
Signature of Member

Printed Name JUDITH SCHIFFER

[Signature]
Signature of Member

Printed Name NING SUN

EXHIBIT 2
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
Devon Worldwide LLC

LISTING OF MEMBERS

As of the 25 day of NOVEMBER, 20 10 the following is a list of Members of the Company:

Name JUDITH SCHIFFER Percent 40 %
Address 2121 PACIFIC BLVD, ATLANTIC BEACH, N.Y. 11509

Name NINA SUN Percent 60 %
Address 1865 Covered Bridge Road, Malvern, Pa. 19355

Authorized by Member(s) to provide Member Listing as of this 25 day of November, 20 10.

Judith Schiffer
Signature of Member

Signature of Member

[Signature]
Signature of Member

Signature of Member

EXHIBIT {D}

From: <lirandalian@gmail.com>
To: "RAN" <ran@yoonnyc.com>
Sent: Thursday, July 26, 2012 23:10
Subject: Fwd: Yoon

----- Forwarded message -----

From: <ricky.yoonnyc@gmail.com>
Date: Thu, Nov 4, 2010 at 3:11 PM
Subject: Yoon
To: Ran Li <lirandalian@gmail.com>

Hi Ran, Please have your atty apply for the YOON trademark immediately thru Devon... I put in application 4 mos ago but we haven't shipped with the label. We will ship Yoon in Jan as first usage, and we will be good ! Tks R
Sent from my Verizon Wireless BlackBerry

EXHIBIT {E}

DEVON WORLDWIDE LLC
1865 COVERED BRIDGE RD
MALVERN, PA 19355-8781

170

DATE 8/22/2011

3-7815390
547

PAY TO THE ORDER OF

Certilman Balin

\$ 3650.00

Thirty six hundred and fifty

DOLLARS

CITIZENS BANK

Pennsylvania

FOR 13,111 # 861416 11867.0000

Scan

⑆000170⑆ ⑆036076150⑆ ⑆22561027⑆

For Deposit Only - 3124000484

FOR DEPOSIT ONLY
Certilman Balin Adler & Hyman, LLP
3124000484

BACK

CERTILMANBALIN

90 MERRICK AVENUE, 9TH FLOOR
EAST MEADOW, NY 11554
PHONE: 516.296.7000 • FAX: 516.296.7111
www.certilmanbalin.com

Federal ID.: 11-6188872

paid on 09/02/2011

check ~~170~~

\$ 3650.00

DEVON WORLDWIDE LLC D/B/A/ YOON
ATTN: RICKY SCHIFFER, CEO
485 7th AVENUE, SUITE 1680
NEW YORK, NY 10018

August 04, 2011
Bill No: 861416
ID: 11867.0000

REGARDING: TRADEMARKS

BILLING SUMMARY THROUGH JULY 31, 2011

| | | |
|--------------------------|-----------|-----------------|
| Services Rendered | \$ | 3,000.00 |
| Expenses and Advances | \$ | 650.00 |
| CURRENT BILL | \$ | 3,650.00 |
| TOTAL BALANCE DUE | \$ | 3,650.00 |

[Handwritten signature]

DEVON WORLDWIDE LLC D/B/A/ YOON

August 04, 2011
 Bill No: 861416
 ID: 11867.0000
 Page 2

FOR PROFESSIONAL SERVICES RENDERED

| ITEMIZED SERVICES BILL | | | |
|--|----------|------|----------|
| DESCRIPTION | DATE | ATTY | HOURS |
| Call with client to discuss marks; Review analysis of YOON abandonment | 06/30/11 | BAB | .40 |
| Correspondence with client; Prepare and file 1A (actual use) application for Yoon in International Class 25 | 07/05/11 | BAB | 3.60 |
| Prepare and file 1B trademark application (intent to use) in International Class 25 for the mark Yoon in pants, coats and shirts | 07/05/11 | BAB | 3.50 |
| TOTAL FOR SERVICES | | \$ | 3,000.00 |

| ITEMIZED DISBURSEMENT BILL | | | |
|----------------------------|--|----|----------|
| Filing Fees | | | 650.00 |
| TOTAL DISBURSEMENTS | | \$ | 650.00 |
| TOTAL THIS STATEMENT | | \$ | 3,650.00 |
| TOTAL AMOUNT DUE | | \$ | 3,650.00 |

CERTILMANBALIN

90 MERRICK AVENUE, 9TH FLOOR
EAST MEADOW, NY 11554
PHONE: 516.296.7000 • FAX: 516.296.7111
www.certilmanbalin.com

DEVON WORLDWIDE LLC D/B/A/ YOON
ATTN: RICKY SCHIFFER, CEO
485 7th AVENUE, SUITE 1680
NEW YORK, NY 10018

August 04, 2011
Bill No: 861416
ID: 11867.0000

REGARDING: TRADEMARKS

BILLING SUMMARY THROUGH JULY 31, 2011

| | | |
|--------------------------|----|-----------------|
| Services Rendered | \$ | 3,000.00 |
| Expenses and Advances | \$ | 650.00 |
| CURRENT BILL | \$ | 3,650.00 |
| TOTAL BALANCE DUE | \$ | 3,650.00 |

R E M I T T A N C E C O P Y

PLEASE INCLUDE THIS PAGE WITH YOUR PAYMENT
PLEASE CALL (516)296-7805 TO MAKE PAYMENTS BY **TRADEMARK** EXPRESS,
CERTILMAN BALIN ADLER & HYMAN, LLP
SUFFOLK OFFICE: HAUPPAUGE, NY 11788
REEL: 004878 FRAME: 0040

EXHIBIT {F}



90 MERRICK AVENUE, 9TH FLOOR
EAST MEADOW, NY 11554
PHONE: 516.296.7000 • FAX: 516.296.7111
www.certilmanbalin.com

BRIAN A. BLOOM
PARTNER
DIRECT DIAL 516.296.7160
bbloom@certilmanbalin.com

October 18, 2011

**VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED
& FEDERAL EXPRESS
& E-MAIL @ JESSIEYOON@GMAIL.COM & @ JYOON@JESSIEYOON.COM**

Ms. Jessie Yoon
Ms. Chloe Kang
Jessie & Chloe, LLC
30 West 18th Street, Studio M4
New York, New York 10010

AND

Ms. Jessie Yoon
Ms. Chloe Kang
Jessie & Chloe, LLC
435 West 46th Street, Suite #4RE
New York, New York 10036

Re: Trademark Infringement/Unfair Competition: CEASE AND DESIST

THIS LETTER REQUIRES YOU TO CEASE AND DESIST IMMEDIATELY

Dear Miss Yoon and Miss Kang:

This firm represents Devon Worldwide, LLC ("Devon") d/b/a Yoon (hereinafter "Yoon"), a manufacturer and distributor of ladies apparel (sweaters, hats, gloves, scarves, knitwear and t-shirts, among other garments) in the United States, in connection with all legal matters. Yoon presently maintains a substantial and active nationwide business with its headquarters in New York City. Devon's principals and partners have been in the apparel business since 1978 and have been operating its retail and distribution operations under the trade name Yoon since at least 2010.

As you may be aware, Devon has been using the trade name Yoon and its trademark "YOON" in the apparel business since at least 2010. In fact, Devon has recently filed an application for registration of a U.S. Trademark for the "YOON" word mark in International Class 025 (the "Mark") (U.S. Trademark Application # 85363162) in connection with its apparel and knitwear business. Further, as you know, Devon has marketed its Yoon brand in knitwear for the last few seasons and has utilized its trade name and trademarks on signage and solicitation/marketing material in connection with new business solicitation. As a result of Devon's continued use and marketing of its Yoon brand and line, consumers

CERTILMAN BALIN ADLER & HYMAN, LLP
SUFFOLK OFFICE: HAUPPAUGE, NY 11788

**TRADEMARK
REEL: 004878 FRAME: 0042**



Ms. Jessie Yoon
Ms. Chloe Kang
Jessie & Chloe, LLC
October 18, 2011
Page | 2

have begun to associate the trade name Yoon and the Yoon mark with the quality and goodwill of Devon's products, reputation and customer service.

It has recently come to our attention that you and your company, Jessie & Chloe, LLC d/b/a 27-24 ("27-24") have recently begun using our trademark Yoon (the "Infringing Mark") in connection with the marketing, sale, distribution and identification of products in the apparel industry in direct competition with Devon. In fact, on or about October 17, 2011, a representative of Devon was surprised to see you showing product incorporating the Yoon mark at the recent D&A Show (Designers & Agents Show) in Los Angeles without deference to our prior use and existence. Without limitation, printouts of certain representative, infringing uses of the Mark are enclosed for your reference and review. As is apparent from your website located at <http://27-24.com>, a printout of which is enclosed, you and your company are planning on launching the Yoon line in "Spring Summer 2012." In addition, the website www.jessieyoon.com indicates that the brand is "coming soon." We cannot allow you and your company to operate under the trademarked name "Yoon" in the apparel industry as it is deemed competitive with our established brand and with our trademark.

As a result, 27-24 has been trading on the name, goodwill and reputation earned by Devon through years of operation in the apparel business. Your actions will be deemed trademark, trade dress and trade name infringement, as well as unfair competition as codified in the United States Code at 15 U.S.C. §1125(a), commonly known as section 43(a) of the Lanham Act. In fact, there have recently been several occurrences of actual consumer confusion in the marketplace as a result of your infringing, competitive use of our trademark and logo.

It is possible that you are unaware of this conflict and we believe it is in our mutual benefit to resolve the conflict now. The Lanham Act provides numerous remedies to Devon as a result of your trademark infringement and dilution, including, but not limited to, preliminary and permanent injunctive relief, money damages, disgorgement of a defendant's profits, provisions for the destruction or confiscation of infringing products and promotional materials, and where intentional infringement is shown (as may be the case here), attorneys' fees and possible *treble* money damages.

This letter demands that you and your affiliates, associates and partners immediately CEASE AND DESIST from your infringing use of Devon's trademark, as identified above. 27-24's continued use of Devon's mark Yoon causes and has caused actual confusion in the marketplace, dilution, unfair competition, blurring and loss of goodwill to Devon. Devon hereby demands written confirmation of your intention to CEASE AND DESIST your competitive and infringing actions WITHIN THE NEXT FIVE (5) BUSINESS DAYS or Devon will have no choice but to enforce its rights in court under the Lanham Act (as well as under state law) as a result of your conduct. In the event Devon must file an action in a United States District Court for the Southern District of New York, Devon hereby provides you notice of its intention to seek attorneys' fees and cost, along with statutory and actual damages, in connection with that federal action.

2414897.1

TRADEMARK
REEL: 004878 FRAME: 0043



Ms. Jessie Yoon
Ms. Chloe Kang
Jessie & Chloe, LLC
October 18, 2011
Page | 3

Nothing contained herein shall be deemed a complete recitation of the facts and allegations concerning the subject matter of this correspondence. Devon specifically and affirmatively reserves its right to supplement the claim as the facts may dictate upon discovery.

Be guided accordingly. All rights reserved.

Sincerely yours,

CERTILMAN BALIN ADLER & HYMAN LLP

Brian A. Bloom

BAB/baa

Enclosures

cc: Devon Worldwide, LLC

Mr. Bong Jang, CPA
136-56 39th Avenue, Room 403
Flushing, New York 11354

2414897.1

EXHIBIT {G}



90 MERRICK AVENUE, 9TH FLOOR
EAST MEADOW, NY 11554
PHONE: 516.296.7000 • FAX: 516.296.7111
www.certilmanbalin.com

BRIAN A. BLOOM
PARTNER
DIRECT DIAL 516.296.7160
bbloom@certilmanbalin.com

January 26, 2012

**VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED
& E-MAIL @ JESSIEYOON@GMAIL.COM & @ JYOON@JESSIEYOON.COM**

Ms. Jessie Yoon
30 West 18th Street, Studio M4
New York, New York 10010

AND

Ms. Jessie Yoon
435 West 46th Street, Suite #4RE
New York, New York 10036

Re: Trademark Infringement/Unfair Competition: CEASE AND DESIST

THIS LETTER REQUIRES YOU TO CEASE AND DESIST IMMEDIATELY

Dear Miss Yoon:

As you are aware, this firm represents Devon Worldwide, LLC ("Devon") d/b/a Yoon (hereinafter "Yoon"), a manufacturer and distributor of ladies apparel (sweaters, hats, gloves, scarves, knitwear and t-shirts, among other garments) in the United States, in connection with all legal matters. I refer to my previous cease and desist correspondence to you dated October 18, 2011. Further, reference is made to your correspondence dated October 11, 2011 wherein you acknowledge receipt of our previously-issued cease and desist letters and agreed to *immediately* refrain from using the trademark "YOON" in connection with the apparel business.

As you know, Devon has marketed its Yoon brand in knitwear for the last few seasons and has utilized its trade name and trademarks on signage and solicitation/marketing material in connection with new business solicitation. As a result of Devon's continued use and marketing of its Yoon brand and line, consumers have begun to associate the trade name Yoon and the Yoon mark with the quality and goodwill of Devon's products, reputation and customer service.

My client has recently discovered, through our sample manufacturer's own admitted confusion, that, despite your written agreement to refrain from using the name YOON or any confusing variation thereof, you have begun using our trademark Yoon on sweater samples bearing a label "J.YOON" (the "Infringing Mark") in connection with the marketing, sale, distribution and identification of products in the apparel industry in direct competition with Devon. I have been advised by Devon that, upon their written request to you to explain the blatant infringement and violation of your agreement to cease and desist, you refused to refrain from using the Infringing Mark. For the record, the Infringing Mark contains the YOON mark in its entirety and therefore is a willful violation of our trademark and your agreement to refrain from using the Mark.

CERTILMAN BALIN ADLER & HYMAN, LLP
SUFFOLK OFFICE: HAUPPAUGE, NY 11788

2446133.1

**TRADEMARK
REEL: 004878 FRAME: 0046**



Ms. Jessie Yoon

January 26, 2012

Page | 2

Devon takes your actions very seriously. Your actions are hereby deemed willful trademark, trade dress and trade name infringement, as well as unfair competition as codified in the United States Code at 15 U.S.C. §1125(a), commonly known as section 43(a) of the Lanham Act. The Lanham Act provides numerous remedies to Devon as a result of your willful acts. Yoon's claims will seek preliminary and permanent injunctive relief, money damages, disgorgement of your profits (as well as our lost profits), provisions for the destruction or confiscation of infringing products and promotional materials, and in this case where the infringement is clearly intentional, an award of attorneys' fees, possible *treble* money damages and punitive damages.

This letter demands that you and your affiliates, associates and partners *immediately* **CEASE AND DESIST** from your infringing use of Devon's trademark, as identified above. Your continued use of Devon's mark Yoon causes and has caused actual confusion in the marketplace, dilution, unfair competition, blurring and loss of goodwill to Devon. Devon hereby demands written confirmation of your intention to **CEASE AND DESIST** your competitive and infringing actions **WITHIN THE NEXT TWO (2) BUSINESS DAYS** or Devon will have no choice but to enforce its rights in court under the Lanham Act (as well as under state law) as a result of your conduct. In the event Devon must file an action in a United States District Court for the Southern District of New York, Devon hereby provides you notice of its intention to seek attorneys' fees and cost, along with statutory and actual damages, in connection with that federal action.

Nothing contained herein shall be deemed a complete recitation of the facts and allegations concerning the subject matter of this correspondence. Devon specifically and affirmatively reserves its right to supplement the claim as the facts may dictate upon discovery.

Be guided accordingly. All rights reserved.

Sincerely yours,

CERTILMAN BALIN ADLER & HYMAN LLP

Brian A. Bloom

BAB/baa

2446133.1

TRADEMARK
REEL: 004878 FRAME: 0047

EXHIBIT {H}



90 MERRICK AVENUE, 9TH FLOOR
EAST MEADOW, NY 11554
PHONE: 516.296.7000 • FAX: 516.296.7111
www.certilmanbalin.com

BRIAN A. BLOOM
PARTNER
DIRECT DIAL 516.296.7160
bbloom@certilmanbalin.com

January 31, 2012

VIA U.S. MAIL AND ELECTRONIC MAIL
jgerben@gerbenlawfirm.com

Josh Gerben, Esq.
Gerben Law Firm, PLLC
1615 L Street NW, Suite 650
Washington, DC 20036

Re: Trademark Infringement/Unfair Competition Claim

Dear Mr. Gerben:

This firm represents Devon Worldwide, LLC ("Devon") d/b/a Yoon (hereinafter "Yoon"), a manufacturer and distributor of ladies apparel (sweaters, hats, gloves, scarves, knitwear and t-shirts, among other garments) in the United States, in connection with all legal matters. I have been advised that you represent Ms. Jessie Yoon ("Jessie") in connection with all intellectual property matters.

I refer to my cease and desist correspondence sent to your client dated October 18, 2011 and January 26, 2012, copies of which are enclosed for your reference. Further, reference is made to your client's correspondence to me dated October 11, 2011 and January 26, 2012 wherein Jessie acknowledges receipt of our firm's cease and desist letters and agrees to *immediately* refrain from using the trademark "YOON" in connection with the apparel business.

Devon takes matters of intellectual property and unfair competition very seriously and has asked me to forward you our previous correspondence and your client's written agreement wherein she agreed to refrain from using the name "YOON" or any confusing variation thereof in connection with the apparel business. Please be advised (and please advise your client) that in the event Jessie continues her pattern of unfair competition despite her written agreement to cease and desist, Devon will seek immediate relief in a court of competent jurisdiction and will seek heightened statutory damages, as well as attorneys' fees in connection with any legal action by Devon.

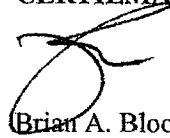
CERTILMAN BALIN
ATTORNEYS
Josh Gerben, Esq.
January 31, 2012
Page | 2

Nothing contained herein shall be deemed a complete recitation of the facts and allegations concerning the subject matter of this correspondence. Devon specifically and affirmatively reserves its right to supplement the claim as the facts may dictate upon discovery.

Be guided accordingly. All rights reserved.

Sincerely yours,

CERTILMAN BALIN ADLER & HYMAN LLP



Brian A. Bloom

BAB/baa
Enclosures

EXHIBIT {I}

RAN

From: ricky@yoonnyc.com
Sent: Thursday, January 26, 2012 9:28 PM
To: Ran Li
Subject: Re: YOON : CEASE AND DESIST LETTER ATTACHED

We are protecting our asset.....mean doesn't enter the picture.
Sent from my Verizon Wireless BlackBerry

-----Original Message-----

From: "RAN" <ran@yoonnyc.com>
Date: Thu, 26 Jan 2012 20:47:28
To: 'Ricky Schiffer' <ricky@yoonnyc.com>
Subject: RE: YOON : CEASE AND DESIST LETTER ATTACHED

Cool. Are we too mean? :-)

-----Original Message-----

From: Ricky Schiffer [mailto:ricky@yoonnyc.com]
Sent: Thursday, January 26, 2012 5:05 PM
To: 'RAN'
Subject: RE: YOON : CEASE AND DESIST LETTER ATTACHED

She cannot use the name Yoon, Jyoon, Jessie Yoon, or any Yoon under any circumstances.....

Ricky Schiffer
CEO
YOON
485 Seventh Ave.
New York, NY10018
Suite 1680
646 449 7241 ph

-----Original Message-----

From: RAN [mailto:ran@yoonnyc.com]
Sent: Thursday, January 26, 2012 4:57 PM
To: 'Ricky Schiffer'
Subject: RE: YOON : CEASE AND DESIST LETTER ATTACHED

She is using Jyoon? Well she agreed to drop YOON, but not Jyoon. Yes, it's very similar. :-)

-----Original Message-----

From: Ricky Schiffer [mailto:ricky@yoonnyc.com]
Sent: Thursday, January 26, 2012 4:54 PM
To: 'RAN'
Subject: FW: YOON : CEASE AND DESIST LETTER ATTACHED

Hi Ran,

Scroll down to beginning and you can read my correspondence with Jessie Yoon, before I got the lawyer involved...

Bst,

Ricky Schiffer
CEO
YOON
485 Seventh Ave.
New York, NY10018
Suite 1680
646 449 7241 ph

-----Original Message-----

From: jessie Yoon [mailto:jyoon@jessieyoon.com]
Sent: Monday, January 16, 2012 5:24 PM
To: Ricky Schiffer
Cc: 'Brian Bloom'; baversano@certilmanbalin.com; dougrowe@certilmanbalin.com
Subject: Re: YOON : CEASE AND DESIST LETTER ATTACHED

Hi Ricky

I will speak to my lawyer and get back to you soon. So basically you are demanding me not to use my last name and I am not sure if that is reasonable.

I am willing to change the label to "jessie yoon" or something similar but I do not want to use any other words besides my name for my label. There are a lot of brand's names which include same first names or last names in the same industry and I also do not want to be confused with other brands by our clients.

I am certainly not imitating your line nor trying to take any benefits from the word "yoon". If you still have problems with a label "jessie yoon". I am afraid I may need to take the risk to against your line "yoon".

Best
Jessie

On 1/16/12 2:51 PM, "Ricky Schiffer" <ricky@yoonnyc.com> wrote:

> Hi Jessie,
>
> You had better talk to an attorney, because you cannot use JYOON as a label !
> It is very confusing to the market, and I have no choice but to sue you now..
> The trademark laws in this country are very specific, and you are infringing
> on my lawful trademark !! I will aggressively pursue you until you stop using
> the label with YOON in it !! I will pursue damages from you asap !
>
> Ricky Schiffer
> CEO
> YOON