

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
Harve Benard Ltd.		09/18/2006	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	HB Acquisition Co., LLC		
Street Address:	1370 Broadway		
Internal Address:	Suite 1107		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2251764	BENARD COUTURE	
Registration Number:	2150655	BENARD HOLTZMAN	
Registration Number:	2251765	BENARD SPORT	
Registration Number:	1377040	HARVE BENARD	
Registration Number:	1122843	HARVE BENARD	
Registration Number:	1309117	MORTON BERNARD	
Registration Number:	2286442	MORTON BERNARD	
Registration Number:	2286473	SIGNATURE BY HARVE BENARD	
Registration Number:	2215279	STUDIO 205	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email: jeffrey@dweckny.com			

OP \$240.00 2251764

Correspondent Name: Jeffrey Dweck
Address Line 1: 43 West 33rd Street
Address Line 2: Suite 304
Address Line 4: New York, NEW YORK 10001

NAME OF SUBMITTER:	Jeffrey Dweck
Signature:	/jeffrey dweck/
Date:	10/16/2012

Total Attachments: 4
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ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Trademark Assignment"), dated as of September 18, 2006 (the "Effective Date"), is by and between Harvé Benard Ltd., a New York corporation ("Assignor"), and HB Acquisition Co., LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of September , 2006 (the "Agreement"); and

WHEREAS, this Trademark Assignment is being entered into pursuant to the Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

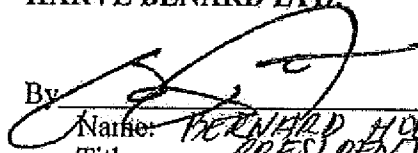
1. Effective as of the Effective Date, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and its successors and assigns, all right, title, and interest that Assignor possesses and has the right to transfer in and to the registered trademarks and applications to register trademarks listed on Schedule A attached hereto (which is incorporated into and made a part of this Trademark Assignment), together with all of the goodwill associated with such trademarks and all rights to sue and recover for any past, present or future infringement, dilution, damage or injury to any of the foregoing and collect profits or damages with respect to same, the same to be held and enjoyed hereinafter by Assignee for its own use and for the use of its successors and assigns.

2. In the event of any conflict or inconsistency between the terms of this Trademark Assignment and the terms of the Agreement, the terms of the Agreement will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Agreement.

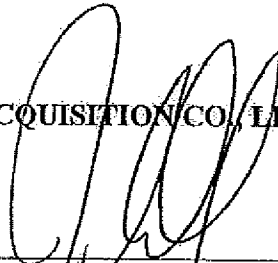
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IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Trademark Assignment on the Effective Date.

HARVÉ BENARD LTD.

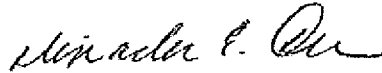
By 
Name: BERNARD HOLTZMAN
Title: (PRESIDENT)

HB ACQUISITION CO, LLC

By 
Name: JOEY GABBAY
Title: MANAGING MEMBER

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)


On this 10th day of September, 2006, there appeared before me BERNARD HOLTZMAN, personally known to me, who acknowledged that he/she signed the foregoing Trademark Assignment as his/her voluntary act and deed on behalf and with full authority of Assignor.



DOMINADOR E. ALMEDA
Notary Public, State of New York
No. 02AL6064479
Qualified in New York County
Commission Expires September 24, 2009

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On this 10th day of September, 2006, there appeared before me JOEY GABBAY, personally known to me, who acknowledged that he/she signed the foregoing Trademark Assignment as his/her voluntary act and deed on behalf and with full authority of Assignee.



DOMINADOR E. ALMEDA
Notary Public, State of New York
No. 02AL6064479
Qualified in New York County
Commission Expires September 24, 2009

SCHEDULE A

Mark	Classes	Status	Registration Number
Harve Benard	25	Registered (Canada)	TMA269,160
HB	25	Registered (Canada)	TMA246,368
Harve Benard	25	Pending (China)	3520743
Harve Benard	25	Registered (Egypt)	85233
Harve Benard	14, 18, 25	Registered (European Union (CTM))	003448834
Harve Benard	25	Registered (Federation of Russia)	120290
Harve Benard	25	Registered (Hong Kong)	1989B1638
Harve Benard	17	Registered (Japan)	1949000
Harve Benard	22	Registered (Japan)	1987651
Harve Benard	23	Registered (Japan)	2115480
Harve Benard	25	Registered (Mexico)	382419
Harve Benard	25	Registered (Poland)	122324
Harve Benard	25	Registered (Portugal)	246370
Harve Benard	45	Registered (South Korea)	143351
HB And Design	45	Registered (South Korea)	148312
Harve Benard	25	Registered (Spain)	1157101
Harve Benard	25	Registered (Ukraine)	7504
Benard Couture	25	Registered (United States)	2,251,764
Benard Holtzman	25	Registered (United States)	2,150,655
Benard Sport	25	Registered (United States)	2,251,765
Harve Benard	25, 9	Registered (United States)	1,377,040
Harve Benard	25	Registered (United States)	1,122,843
Morton Bernard	25	Registered (United States)	1,309,117
Morton Bernard	25	Registered (United States)	2,286,442

Mark	Classes	Status	Registration Number
Signature by Harve Benard	25	Registered (United States)	2,286,473
Studio 205	25	Registered (United States)	2,215,279
Harve Benard	25	Registered (Uruguay)	352026
Harve Benard	25	Registered (Venezuela)	P-207793

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