

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the (i) state of incorporation for Receiving Party and (ii) omission of certain assigned applications/registrations previously recorded on Reel 004844 Frame 0849. Assignor(s) hereby confirms the assignment of the entire interest and goodwill of the properties set forth in the original assignment as amended.		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	DVS Shoe Co., Inc.		06/26/2012
			Entity Type
			CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Sequential Brands Group, Inc.		
Street Address:	17383 Sunset Blvd.		
Internal Address:	Suite A310		
City:	Pacific Palisades		
State/Country:	CALIFORNIA		
Postal Code:	90272		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
	Property Type	Number	Word Mark
	Registration Number:	2352196	
	Registration Number:	2926240	
	Registration Number:	3192692	
CORRESPONDENCE DATA			
Fax Number:	3107343253		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	310.734.3252		
Email:	nchung@steptoe.com		
Correspondent Name:	Michelle A. Cooke		
Address Line 1:	2121 Avenue of the Stars		
Address Line 2:	Suite 2800		

Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 83381.0006

NAME OF SUBMITTER: Michelle A. Cooke

Signature: /Michelle A. Cooke/

Date: 10/25/2012

**Total Attachments: 8**

source=Cover Sheet 1 of 3#page1.tif

source=Cover Sheet 1 of 3#page2.tif

source=Cover Sheet 1 of 3#page3.tif

source=Amendment to Assignment from DVS Shoe Co. Inc. to Sequential#page1.tif

source=Amendment to Assignment from DVS Shoe Co. Inc. to Sequential#page2.tif

source=Amendment to Assignment from DVS Shoe Co. Inc. to Sequential#page3.tif

source=Amendment to Assignment from DVS Shoe Co. Inc. to Sequential#page4.tif

source=Amendment to Assignment from DVS Shoe Co. Inc. to Sequential#page5.tif

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DVS Shoe Co., Inc.		06/26/2012	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sequential Brands Group, Inc.		
<b>Street Address:</b>	17383 Sunset Blvd.		
<b>Internal Address:</b>	Suite A310		
<b>City:</b>	Pacific Palisades		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90272		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2352196		
<b>Registration Number:</b>	3192692		
<b>Registration Number:</b>	2926240		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3107343253		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	310-734-3252		
<b>Email:</b>	mcooke@steptoe.com		
<b>Correspondent Name:</b>	Michelle A. Cooke		
<b>Address Line 1:</b>	2121 Ave. of the Stars		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	83381.6		

**CH \$90.00 2352196**

**900231294**

**TRADEMARK  
 REEL: 004888 FRAME: 0896**

NAME OF SUBMITTER:	Michelle A. Cooke
Signature:	/michelle cooke/
Date:	08/16/2012

**Total Attachments: 91**

source=TM Assignment - DVS Shoe to Sequential#page1.tif  
source=TM Assignment - DVS Shoe to Sequential#page2.tif  
source=TM Assignment - DVS Shoe to Sequential#page3.tif  
source=TM Assignment - DVS Shoe to Sequential#page4.tif  
source=TM Assignment - DVS Shoe to Sequential#page5.tif  
source=TM Assignment - DVS Shoe to Sequential#page6.tif  
source=TM Assignment - DVS Shoe to Sequential#page7.tif  
source=TM Assignment - DVS Shoe to Sequential#page8.tif  
source=TM Assignment - DVS Shoe to Sequential#page9.tif  
source=TM Assignment - DVS Shoe to Sequential#page10.tif  
source=TM Assignment - DVS Shoe to Sequential#page11.tif  
source=TM Assignment - DVS Shoe to Sequential#page12.tif  
source=TM Assignment - DVS Shoe to Sequential#page13.tif  
source=TM Assignment - DVS Shoe to Sequential#page14.tif  
source=TM Assignment - DVS Shoe to Sequential#page15.tif  
source=TM Assignment - DVS Shoe to Sequential#page16.tif  
source=TM Assignment - DVS Shoe to Sequential#page17.tif  
source=TM Assignment - DVS Shoe to Sequential#page18.tif  
source=TM Assignment - DVS Shoe to Sequential#page19.tif  
source=TM Assignment - DVS Shoe to Sequential#page20.tif  
source=TM Assignment - DVS Shoe to Sequential#page21.tif  
source=TM Assignment - DVS Shoe to Sequential#page22.tif  
source=TM Assignment - DVS Shoe to Sequential#page23.tif  
source=TM Assignment - DVS Shoe to Sequential#page24.tif  
source=TM Assignment - DVS Shoe to Sequential#page25.tif  
source=TM Assignment - DVS Shoe to Sequential#page26.tif  
source=TM Assignment - DVS Shoe to Sequential#page27.tif  
source=TM Assignment - DVS Shoe to Sequential#page28.tif  
source=TM Assignment - DVS Shoe to Sequential#page29.tif  
source=TM Assignment - DVS Shoe to Sequential#page30.tif  
source=TM Assignment - DVS Shoe to Sequential#page31.tif  
source=TM Assignment - DVS Shoe to Sequential#page32.tif  
source=TM Assignment - DVS Shoe to Sequential#page33.tif  
source=TM Assignment - DVS Shoe to Sequential#page34.tif  
source=TM Assignment - DVS Shoe to Sequential#page35.tif  
source=TM Assignment - DVS Shoe to Sequential#page36.tif  
source=TM Assignment - DVS Shoe to Sequential#page37.tif  
source=TM Assignment - DVS Shoe to Sequential#page38.tif  
source=TM Assignment - DVS Shoe to Sequential#page39.tif  
source=TM Assignment - DVS Shoe to Sequential#page40.tif  
source=TM Assignment - DVS Shoe to Sequential#page41.tif  
source=TM Assignment - DVS Shoe to Sequential#page42.tif  
source=TM Assignment - DVS Shoe to Sequential#page43.tif  
source=TM Assignment - DVS Shoe to Sequential#page44.tif  
source=TM Assignment - DVS Shoe to Sequential#page45.tif  
source=TM Assignment - DVS Shoe to Sequential#page46.tif  
source=TM Assignment - DVS Shoe to Sequential#page47.tif



## AMENDMENT TO TRADEMARK ASSIGNMENT

This Amendment to Trademark Assignment (the "Amendment") is made and entered into as of June 26, 2012 (the "Amendment Effective Date") by and between DVS Shoe Co., Inc., a California corporation, ("Debtor") and Sequential Brands Group, Inc., a Delaware corporation, or its designee, assignee or nominee ("Transferee").

This Amendment is fully incorporated into and made a part of the Original Assignment (defined below) entered into by Debtor and Transferee. Unless otherwise specified herein, capitalized terms shall have the meanings assigned to them in the Original Assignment. All sections, terms and conditions of the Original Assignment not expressly modified by this Amendment shall continue in full force and effect. In the event of an inconsistency or ambiguity between the provisions of the Original Assignment and this Amendment, this Amendment shall control. The section numbers of this Amendment do not replace or impact the sections of the Original Assignment, except as expressly stated herein. As of the Amendment Effective Date, references to the Original Assignment shall be deemed to refer to that agreement as amended hereby.

### RECITALS

WHEREAS, Debtor has filed a bankruptcy petition under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Central District of California (the "Bankruptcy Court"), which began a bankruptcy proceeding, Case No. 8:12-bk-16209-CB;

WHEREAS, Debtor has entered into a purchase and sale agreement, as amended and restated, dated as of June 18, 2012 (the "PSA"), to sell, among other assets, certain trademarks and service marks to Transferee;

WHEREAS, Debtor and Transferee entered into a Trademark Assignment (the "Original Assignment"), executed on June 26, 2012, pursuant to which Debtor assigned to Transferee certain trademarks and service marks identified therein;

WHEREAS, after the execution of the Original Assignment, the parties determined that the trademarks and service marks identified on Exhibit A attached hereto (the "Additional Marks"), together with the goodwill associated therewith, were inadvertently omitted from the definition of Marks in the Original Assignment; and

WHEREAS, the Bankruptcy Court entered an order approving the PSA, including the transfer of the Additional Marks to Transferee, on June 22, 2012.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements set forth in this Amendment and in the PSA, the parties agree as follows:

1. The parties hereby amend the Original Assignment as follows:

a. The definition of Marks is amended to include and encompass the Additional Marks.

b. The preamble of the Original Assignment is amended to read as follows:

“This Trademark Assignment (the “Assignment”) is made and entered into as of June 26, 2012 by and between DVS Shoe Co., Inc., a California corporation (“Debtor”) and Sequential Brands Group, Inc., a Delaware corporation, or its designee, assignee or nominee (“Transferee”).”

2. Counterparts. The parties hereto may execute this Amendment in one or more counterparts, each of which shall be deemed an original, but all counterparts taken together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

Doc. # CC-269561 v.1

**TRADEMARK**  
**REEL: 004888 FRAME: 0900**

IN WITNESS WHEREOF, Debtor and Transferee has caused its name to be signed by a duly authorized representative this 27<sup>th</sup> day of August, 2012.

DEBTOR:

DVS SHOE CO, INC

By: 

Name: *Kevin L. Dunlap*

Title: *President*

TRANSFEEEE:

SEQUENTIAL BRANDS GROUP, INC.

By: 

Name: Colin Dyne

Title: CEO

Doc. # CC-269561 v.1

**TRADEMARK**  
**REEL: 004888 FRAME: 0901**



Exhibit A

Marks

Doc. # CC-289561 v.1

**TRADEMARK**  
**REEL: 004888 FRAME: 0902**

Mark/Graphic	Class Number	Serial No.	Reg. No.
Miscellaneous Design (M Logo)	25	76/629852	U.S. Reg No. 3182246
Miscellaneous Design (M/Stitched Pocket)	25	76/629859	U.S. Reg No. 3143979
Stylized Logo on Pocket with Stitching	25	76/629949	U.S. Reg No. 3143980
Matix	18, 25, 28		Swiss Reg No. 497446