

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Carol Anderson Licensing, LLC		08/31/2012	LIMITED LIABILITY COMPANY: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	CAbi, LLC
Street Address:	18915 Laurel Park Road
City:	Rancho Dominguez
State/Country:	CALIFORNIA
Postal Code:	90220
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	77806170	CAROL ANDERSON
Serial Number:	77806172	CAROL ANDERSON
Serial Number:	77806176	CAROL ANDERSON
Serial Number:	77806181	CAROL ANDERSON
Registration Number:	1999976	CAROL ANDERSON
Registration Number:	3259078	CAROL ANDERSON

**CORRESPONDENCE DATA**

Fax Number: 9494754754  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 949-451-3800  
 Email: skann@gibsondunn.com  
 Correspondent Name: Stephanie S. Kann, Senior Paralegal  
 Address Line 1: 3161 Michelson Drive  
 Address Line 2: Gibson, Dunn & Crutcher LLP

CH \$165.00 77806170

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 20571-00005

NAME OF SUBMITTER: Stephanie S. Kann

Signature: /stephanie s. kann/

Date: 11/30/2012

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of August 31, 2012 (the "Effective Date"), is made by Carol Anderson Licensing, LLC, a California limited liability company with an address at 18915 Laurel Park Road, Rancho Dominguez, California 90220 ("Assignor"), to CAbi, LLC, a California limited liability company ("Assignee") with an address at 18915 Laurel Park Road, Rancho Dominguez, California 90220.

WHEREAS, Assignor and the Assignee have entered into that certain Trademark Assignment Agreement, dated as of August 31, 2012 (the "Assignment Agreement"), pursuant to which Assignor has agreed to assign to the Assignee, and Assignee has agreed to accept Assignor's entire right, title and interest in, to and under the common law trademarks and United States and foreign trademark registrations and applications for registration of trademarks that include "Carol Anderson", including the United States and foreign trademark registrations and applications listed in Exhibit A hereto (all of the foregoing, collectively, the "Assigned Marks") and the goodwill associated with all of the foregoing; and

WHEREAS, capitalized terms used herein without definition shall have the meanings given to such terms in the Assignment Agreement.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Assignment Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, sells, transfers and sets over unto Assignee all of Assignor's right, title and interest in and to the Assigned Marks, including the goodwill associated therewith and symbolized thereby, all rights of Assignor to bring an action, whether at law or in equity, against any third party for infringement or other misuse of any of the Assigned Marks, including the right to bring an action for past, present and future infringement, dilution, misappropriation, or misuse, all rights to recover damages, profits and injunctive relief with respect thereto, and all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action and claims (either in law or in equity) for past, present and future infringement, dilution, misappropriation, or misuse, of the Assigned Marks, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Assignor hereby covenants with Assignee and the successors and assigns of Assignee that, from time to time after the date hereof, Assignor will promptly execute, acknowledge and deliver to Assignee any and all such instruments of sale, transfer, conveyance, assignment, powers of attorney and other instruments as may reasonably be requested by Assignee in order to vest in Assignee all of Assignor's right, title and interest in and to the Assigned Marks, to facilitate Assignee's enjoyment and enforcement of the Assigned Marks and the related rights and causes of action assigned hereby and to carry out the purpose and intent of this Assignment.

3. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar governmental authority in countries foreign to the United States to record the Assignee as the assignee and owner of the Assigned Marks, and issue any and all registrations thereon to the Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of the Assignee and its successors, assigns or other legal representatives.

4. This Assignment shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of New York.



**EXHIBIT A**

**ASSIGNED MARKS**

<b>Country</b>	<b>Mark</b>	<b>Serial/Registration Number</b>	<b>Filing/Registration Date</b>	<b>Owner</b>	<b>Status</b>
US	CAROL ANDERSON	Serial No. 77/806,170	Filing Date 8/17/2009	Carol Anderson Licensing, LLC	Allowed
US	CAROL ANDERSON	Serial No. 77/806,172	Filing Date 8/17/2009	Carol Anderson Licensing, LLC	Allowed
US	CAROL ANDERSON	Serial No. 77/806,176	Filing Date 8/17/2009	Carol Anderson Licensing, LLC	Allowed
US	CAROL ANDERSON	Serial No. 77/806,181	Filing Date 8/17/2009	Carol Anderson Licensing, LLC	Allowed
US	CAROL ANDERSON	Serial No. 75/005,095 Reg. No. 1,999,976	Filing Date 10/13/1995 Reg. Date 9/10/1996	Carol Anderson Licensing, LLC	Registered
US	CAROL ANDERSON	Serial No. 78/159,857 Reg. No. 3,259,078	Filing Date 8/30/2002 Reg. Date 7/3/2007	Carol Anderson Licensing, LLC	Registered
European Union	CAROL ANDERSON	Appl. No. 2385441 Reg. No. 2385441	Filing Date 9/20/2001 Reg. Date 12/20/2004	Carol Anderson Licensing, LLC	Registered
Hong Kong	CAROL ANDERSON & Design	Appl. No. 2002B13538 Reg. No. 2002B13538	Reg. Date 7/30/2001	Carol Anderson Licensing, LLC	Registered
Hong Kong	CAROL ANDERSON & Design	Appl. No. 2002B13539 Reg. No. 2002B13539	Reg. Date 9/19/2001	Carol Anderson Licensing, LLC	Registered
Japan	CAROL ANDERSON	Appl. No. 2001-085312 Reg. No. 4569786	Filing Date 9/20/2001 Reg. Date 5/17/2002	Carol Anderson Licensing, LLC	Registered