

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT																										
EFFECTIVE DATE:	06/10/2009																										
CONVEYING PARTY DATA																											
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<p>Fax Number:</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 3126349503</p> <p>Email: colin@partridgeiplaw.com</p> <p>Correspondent Name: Colin O'Brien</p> <p>Address Line 1: 161 North Clark</p> <p>Address Line 2: Suite 4700</p> <p>Address Line 4: Chicago, ILLINOIS 60601</p>																											
ATTORNEY DOCKET NUMBER:	MS SHALE ASSIGNMENT																										
NAME OF SUBMITTER:	Colin O'Brien																										

Signature:	/Colin O'Brien/
Date:	01/17/2013
Total Attachments: 1 source=scan0428#page1.tif	

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT dated as of June 10, 2009 (this "Agreement") is entered into by and between MS MARK SHALE, LLC, a Delaware limited liability company, or its assigns (referred to herein as "Purchaser"), and AL Baskin Co. (d/b/a Mark Shale), an Illinois corporation and debtor-in-possession ("Seller"). Purchaser and Seller are sometimes individually referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Seller is engaged in the business of selling high-end men's and women's clothing at retail; a portion of such business is conducted at retail stores, a portion is conducted via catalogue sales and a portion is conducted through its website, www.Markshale.com, (collectively, the "Business");

WHEREAS, Seller desires to sell, transfer, convey, assign and deliver the Acquired Assets (as defined below) and to assign the Assumed Obligations (as defined below), and Purchaser, either individually and/or collectively, desires to purchase, take delivery of, and assume such Acquired Assets and Assumed Obligations, upon the terms and subject to the conditions set forth herein;

WHEREAS, Seller has filed and commenced a Chapter 11 bankruptcy case (the "Bankruptcy Case") that is pending in the United States Bankruptcy Court for the Northern District of Illinois, (the "Bankruptcy Court"); and

WHEREAS, the transactions contemplated by this Agreement (the "Transactions") will be consummated pursuant to a Sale Order (as defined below) to be entered in the Bankruptcy Case under Sections 105, 363, 365 and other applicable provisions of the Bankruptcy Code (as defined below), and the Transactions and this Agreement are subject to the approval of the Bankruptcy Court.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representations, warranties, and promises set forth herein, and in order to prescribe the terms and conditions of such purchase and sale, intending to be legally bound, the Parties agree as follows:

1. **Definitions.**

1.1 **Definitions.** The following terms, as used herein, have the following meanings:

"503(b)(9) Claim Amount" shall have the meaning ascribed to such term in Section 2.6(a) hereof.

"Acquired Assets" shall have the meaning ascribed to such term in Section 2.1 hereof.