

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
DL Associates I LLC		01/16/2013	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	DLNY LLC		
Street Address:	7860 Nelson Road		
City:	Van Nuys		
State/Country:	CALIFORNIA		
Postal Code:	91402		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85764454	DAVID LERNER	
Serial Number:	85749421	DAVID LERNER	
CORRESPONDENCE DATA			
Fax Number:	8188279099		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8188279000		
Email:	agrabel@ebg-law.com		
Correspondent Name:	J. Alison Grabell		
Address Line 1:	c/o EBG LLP, 21650 Oxnard Street		
Address Line 2:	Suite 500		
Address Line 4:	Woodland Hills, CALIFORNIA 91367		
ATTORNEY DOCKET NUMBER:	2087.209		
NAME OF SUBMITTER:	J. Alison Grabell		

Signature:	/J. Alison Grabell/
Date:	01/17/2013
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**ASSIGNMENT OF TRADEMARKS
AND POWER OF ATTORNEY**

WHEREAS, DL ASSOCIATES I LLC, a New York limited liability company with an address at 413 West 14th Street, Suite 403, New York, New York 10014 (“Assignor”) owns the trademarks and the trademark registrations, pending applications and any registrations that may issue therefrom, and all common law rights associated therewith (the “Trademarks”) to the extent that such common law rights exist, as set forth in **Schedule 1** hereto and incorporated herein, and the goodwill associated therewith; and

WHEREAS, Assignor, and **DLNY LLC**, a California limited liability company with an address at 7860 Nelson Road, Van Nuys, California 91402 (“Assignee”) entered into that certain CONTRIBUTION AGREEMENT dated as of January 15, 2013 (the “Agreement”); and

WHEREAS, in accordance and consistent with the terms of the Agreement, Assignor agreed to assign the Trademarks to Assignee and to execute such documents and instruments of assignment as necessary to evidence such assignment of the Trademarks to Assignee;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby irrevocably conveys, transfers, assigns, and delivers to Assignee all of Assignor’s right, title and interest of whatever kind in and to the Trademarks, as set forth on Schedule 1 hereto, together with the goodwill of the business associated therewith.

Assignor further hereby agrees that Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office so as to establish Assignee as owner of record of the Trademarks.

Without limiting the foregoing, the rights assigned herein shall include any and all trademarks owned by Assignor, throughout the world, whether registered or not and whether or not set forth on **Schedule 1** hereto.

Without limiting the foregoing, the rights assigned herein shall include any causes of action or claims that have occurred or will occur, in connection with any of the rights assigned herein.

Assignor further hereby revokes all previous powers of attorney related to the Trademarks as set forth on **Schedule 1** hereto and appoints Assignee, with full power of substitution and revocation vested in Assignee, to prepare and execute on Assignor’s behalf, any documents necessary or required by the United States Patent and Trademark Office in connection with and to demonstrate Assignor’s consent to use, register, and/or attempt to register the Trademarks as set forth on **Schedule 1** hereto by Assignee and its successors and assigns.

Assignor further agrees, at the request of Assignee and without charge or cost to Assignee, promptly to (i) execute and have executed any and all other documents of any kind

whatsoever, and to provide whatever information may be required to carry out the terms and intent of this Assignment of Trademarks and Power of Attorney; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office so that Assignee's ownership of the Trademarks is duly made of record, at Assignee's sole expense.

This Assignment of Trademarks and Power of Attorney shall be binding upon and inure to the benefit of the parties hereto, and their heirs, successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Trademarks and Power of Attorney at New York, New York on January 16, 2013.

ASSIGNOR

DL ASSOCIATES I LLC

By: _____

David Lerner, Managing Member

SCHEDULE 1
TRADEMARKS

COUNTRY	MARK	CLASS	Serial No. /Filing Date
U.S.	DAVID LERNER	25	85764454 Oct. 26, 2012
U.S.	DAVID LERNER	25	85749421 Oct. 9, 2012