

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
MS Mark Shale, LLC		01/09/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Mr. Scott Baskin		
Street Address:	740 W Hutchinson		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60613		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1250459	MARK SHALE	
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>			
Phone:	3126349503		
Email:	colin@partridgeiplaw.com		
Correspondent Name:	Colin O'Brien		
Address Line 1:	161 North Clark		
Address Line 2:	Suite 4700		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	MARK SHALE BILL OF SALE		
NAME OF SUBMITTER:	Colin O'Brien		
Signature:	/Colin O'Brien/		

OP \$40.00 1250459

Date:

01/18/2013

Total Attachments: 4

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BILL OF SALE

Dated as of January 9, 2013

This BILL OF SALE is made and entered into by MS Mark Shale, LLC ("Seller") and Scott Baskin ("Buyer").

Reference is made to that certain Order (I) Authorizing Debtor to Sell Debtor's Interest In Intellectual Property Assets; and (II) Limiting Notice entered by the Honorable Jacqueline Cox, United States Bankruptcy Court for the Northern District of Illinois, Case No. 12-33041 ("Order Authorizing Sale"). A copy of the Order Authorizing Sale is attached hereto as Exhibit "A."

In consideration of the sum of Nineteen Thousand Dollars (\$19,000), the receipt and sufficiency of which is hereby acknowledged, and in accordance with the terms of the Order Authorizing Sale, Seller does hereby sell, transfer, assign, convey and deliver to Buyer, his successors and assigns, forever, all of the Debtor's right, title, and interest to the following intellectual property assets (the "Intellectual Property Assets"):

1. Seller's goodwill, including its brand name and all of its right, title and interest in United States Trademark Registration Number 1,250,459;
2. the domain names markshale.com, markshale.net, markshale.org, markshale.info, markshalestores.com and markshale.biz;
3. the Seller's customer list including addresses and emails;
4. the Seller's eCommerce website platform; and
5. the Seller's social media sites including necessary passwords.

The Intellectual Property Assets are being conveyed to Buyer free and clear of all claims, liens and interests to the fullest extent provided in 11 U.S.C. § 363(f), but otherwise on an "AS IS, WHERE IS," BASIS AND WITHOUT ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE SELLER OR ANY OF HIS AGENTS AS TO ANY MATTERS CONCERNING THE INTELLECTUAL PROPERTY ASSETS.

In the event of any conflict or inconsistency between the provisions of this Bill of Sale and the provisions of the Order Authorizing Sale, the provisions of the Order Authorizing Sale shall govern and control. Nothing in this instrument shall be deemed to waive or otherwise limit any provision of the Order Authorizing Sale. This instrument shall be governed by, construed and governed in accordance with the laws of the State of Illinois without regard to conflicts of law principles. The parties agree to the exclusive jurisdiction and venue of the Bankruptcy Court for the resolution of any dispute arising under or related to this instrument.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be duly executed as of the day and year first above written.

SELLER:

MS Mark Shale, LLC

By: 
Richard A. Myers, President

State of Illinois

ss.

County of ~~Cook~~ Will

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard A. Myers personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 11 day of January, 2013.





UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
Eastern Division

In Re:)	BK No.: 12-33041
)	
MS MARK SHALE, LLC,)	Chapter: 11
)	Honorable Jacqueline Cox
)	
Debtor(s))	

**ORDER (I) AUTHORIZING DEBTOR TO SELL DEBTOR'S INTEREST
IN INTELLECTUAL PROPERTY ASSETS; AND (II) LIMITING NOTICE**

THIS MATTER came before the court upon the motion (the "Motion") (capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion) of MS Mark Shale, LLC (the "Debtor") pursuant to sections 105(a) and 363 of the Bankruptcy Code and Bankruptcy Rules 6004 and 2002, seeking the entry of an order (i) approving the sale of the Debtor's right, title, and interest in certain intellectual property and related personal property free and clear of liens, if any; and (ii) limiting notice of the Motion. Prior to holding a hearing on the Motion, the court took a short recess to allow for an auction to be held in the courtroom. A competitive and robust auction took place between two interested bidders. The winning bid was made by Scott Baskin (the "Purchaser") in the amount of nineteen thousand dollars (\$19,000) (the "Purchase Price"). The court finding that the relief requested in the Motion and the sale of the Intellectual Property Assets to the Purchaser for the Purchase Price is in the best interests of the Debtor and its estate; that sufficient notice having been provided under the circumstances; and the court being otherwise fully advised in the premises, its is:

ORDERED AS FOLLOWS:

1. The Motion is GRANTED, as provided herein.
2. The Debtor is authorized, pursuant to sections 105(a) and 363(b) and (f), to sell the Intellectual Property Assets, free and clear of any liens, to Scott Baskin for the price of nineteen thousand dollars (\$19,000).
3. Notwithstanding Bankruptcy Rule 6004, or any other law that would serve to stay or limit the immediate effect of this Order, this Order shall be effective and enforceable immediately upon its entry.
4. The Purchaser may use the Debtor's customer list provided that such use is consistent with the policy, if any, of the Debtor prohibiting the sale of personally identifiable information about individuals as referenced in 11 U.S.C. § 363(b)(1).
5. Notwithstanding Bankruptcy Rule 2002, good and sufficient notice of the Motion was provided to parties in interest. No further notice need be provided.

RECEIVED
JAN 10 2013
J. Co.
United States Bankruptcy Judge

Dated:

1-9-13

Prepared by:

Steven B. Towbin
Shaw Fishman Glantz & Towbin LLC
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Chicago, IL 60654
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