

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Macbeth Group, Inc		05/01/2012	CORPORATION: NEW JERSEY

**RECEIVING PARTY DATA**

<b>Name:</b>	MacBeth Designs, LLC
<b>Street Address:</b>	29 STULTS ROAD
<b>City:</b>	Dayton
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	08810
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW JERSEY

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
<b>Serial Number:</b>	85759649	BEACHCANDIE
<b>Registration Number:</b>	4283168	THE MACBETH COLLECTION
<b>Registration Number:</b>	4283136	THE MACBETH COLLECTION
<b>Registration Number:</b>	4283115	THE MACBETH COLLECTION
<b>Registration Number:</b>	4282378	THE MACBETH COLLECTION
<b>Registration Number:</b>	4257628	PET CANDIE
<b>Registration Number:</b>	4256746	DORM CANDIE
<b>Registration Number:</b>	4256636	CLOSET CANDIE
<b>Registration Number:</b>	4249902	HOUSE CANDIE
<b>Registration Number:</b>	4242087	REVELUXION
<b>Registration Number:</b>	4209655	FASHIONERY

**CORRESPONDENCE DATA**

Fax Number:

OP \$290.00 85759649

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

Email: trademarksemv@gmail.com  
Correspondent Name: Macbeth Group, Inc  
Address Line 1: 29 STULTS ROAD  
Address Line 4: Dayton, NEW JERSEY 08810

ATTORNEY DOCKET NUMBER:	MCBETH LLC
NAME OF SUBMITTER:	HENRY GUINDI
Signature:	/HENRY GUINDI/
Date:	02/21/2013
Total Attachments: 2 source=Assignment Contract 2013 - MACBETH LLC#page1.tif source=Assignment Contract 2013 - MACBETH LLC#page2.tif	

## TRADEMARK ASSIGNMENT

This Agreement is by and between Macbeth Group, Inc ("Assignor")  
and MacBeth Designs, LLC ("Assignee").

WHEREAS, Assignor, is the owner of that certain trademark identified as follows: 85759649, 4283168, 4283136, 4283115, 4282378, the "Trademark"); and 4257628, 4256746, 4256636, 4249902, 4242087, 4209655,

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademark.

NOW, the parties agree as follows:

**1. Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

**2. Consideration.** In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$ 1.00, payable on 05/01/2012

**3. Representations and Warranties.** Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. **Attorney's Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. **Entire Agreement.** This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

6. **Amendment.** This Agreement may be amended only by a writing signed by both parties.

7. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

8. **Agreement to Perform Necessary Acts.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. **Governing Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of New York.

Date: 05/01/2012

ASSIGNEE

Henry Guindi

\_\_\_\_\_  
Signature

MacBeth Designs, LLC

\_\_\_\_\_  
Printed Name

ASSIGNOR

Henry Guindi

\_\_\_\_\_  
Signature

Macbeth Group, Inc

\_\_\_\_\_  
Printed Name