

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
Shabby Chic Brands, LLC		06/20/2013	LIMITED LIABILITY COMPANY: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	SC Licensing, LLC
<b>Street Address:</b>	5420 West 83rd Street
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90045
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA

**PROPERTY NUMBERS Total: 28**

Property Type	Number	Word Mark
Serial Number:	77848407	RACHEL ASHWELL SHABBY CHIC COUTURE
Serial Number:	77848438	RACHEL ASHWELL SHABBY CHIC COUTURE
Registration Number:	2746924	RACHEL ASHWELL
Registration Number:	2757921	SHABBY CHIC
Serial Number:	85135970	SC
Registration Number:	2917782	SIMPLY SHABBY CHIC
Registration Number:	2876676	RA
Registration Number:	2880142	SIMPLY SHABBY CHIC
Registration Number:	2898987	RA
Registration Number:	1869597	SHABBY CHIC FURNISHINGS
Registration Number:	2967641	RACHEL ASHWELL HOME RA SHABBY CHIC EST.
Registration Number:	2998803	SIMPLY SHABBY CHIC
Registration Number:	1949879	SHABBY CHIC
Registration Number:	3055992	SSC

**TRADEMARK**

CH \$715.00 77848407

Registration Number:	3752960	SHABBY CHIC
Registration Number:	3758520	SHABBY CHIC
Registration Number:	3815097	SHABBY CHIC
Registration Number:	3827333	R
Registration Number:	2037399	SHABBY CHIC
Registration Number:	4097246	TREASURES BY SHABBY CHIC
Registration Number:	2264912	SHABBY CHIC
Registration Number:	2297906	SHABBY CHIC
Registration Number:	2315707	SHABBY CHIC
Registration Number:	2438933	SHABBY CHIC
Registration Number:	2585082	SHABBY CHIC
Registration Number:	1753006	SHABBY CHIC
Registration Number:	1759914	SHABBY CHIC
Registration Number:	2703186	SHABBY CHIC

**CORRESPONDENCE DATA**

Fax Number: 2136201398  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 213 620-1780  
Email: brodriguez@sheppardmullin.com  
Correspondent Name: Scott Lochner  
Address Line 1: Sheppard, Mullin, Richter & Hampton LLP  
Address Line 2: 333 South Hope Street, 43rd Floor  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	36BW-178562
NAME OF SUBMITTER:	Darren M. Franklin
Signature:	/Darren M. Franklin/
Date:	07/02/2013

Total Attachments: 11  
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## BILL OF SALE AND ASSIGNMENT AGREEMENT

This BILL OF SALE AND ASSIGNMENT AGREEMENT (this "Agreement") is made on June 20, 2013, by and between Shabby Chic Brands, LLC, a California limited liability company ("Seller"), and SC Licensing, LLC, a California limited liability company ("Buyer"), with reference to the following facts:

A. Seller, Buyer, Rachel Ashwell and Brand Sense Partners, LLC have entered into a Purchase Agreement, of even date herewith (the "Purchase Agreement"). Capitalized terms used herein, but not defined herein, shall have the meaning therefor set forth in the Purchase Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. For good and valuable consideration, the sufficiency of which are hereby acknowledged, Seller hereby sells, conveys, transfers and assigns to Buyer, and Buyer hereby purchases, all of Seller's right (including common law rights), title and interest in and to the following (collectively, the "Assets"), free and clear of all security interests, pledges, and other liens and encumbrances:

(i) all of Seller's trademarks and domain names identified in Exhibit A-1 of this Agreement (collectively, the "Trademarks"), together with the goodwill of the business symbolized by or associated with the Trademarks; and

(ii) all licenses identified in Exhibit A-2 of this Agreement, together with all rights to receive royalties thereunder which have not been paid on or before the date hereof; and

(iii) (a) all copyrights, whether registered or unregistered, held or existing pursuant to the laws of the United States, any State thereof or any other country; (b) registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; (c) any continuations, renewals or extensions of any copyright; (d) any registrations to be issued in any pending applications for copyrights; (e) any prior versions of works covered by copyright and all works based upon, derived from or incorporating such works; (f) any original embodiments of a work that are necessary for the manufacture or production of a copyrighted work, including, without limitation, molds, master tapes, master film reels, master CDs, master DVDs, master disks or other master magnetic or electronic media; (g) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to copyrights, including, without limitation, damages, claims and recoveries for past, present or future infringement; (h) any rights to sue for past, present and future infringements of any copyright; and (i) any other rights corresponding to any of the foregoing rights in this clause (iii) throughout the world.

2. Notwithstanding anything to the contrary contained herein, Seller is not transferring to Buyer, and Buyer is not purchasing from Seller, any assets of Seller (including cash and any rights of Seller to be reimbursed by any licensee for expenses incurred by Seller) other than the Assets.

3. Buyer hereby agrees to be bound by the Licenses and hereby assumes all obligations of Seller arising or accruing on or after the date hereof under the Licenses. Without limiting the generality of the foregoing two sentences, Buyer assumes, and is directly liable to Target General Merchandise Inc., a Minnesota corporation ("TGMI") for, all obligations, claims, liabilities, warranties and indemnifications of Seller arising or accruing on or after the date hereof under the License with TGMI and Seller remains directly liable to TGMI for, all obligations, claims, liabilities, obligations, warranties, indemnifications and amounts owed by Seller under the License with TGMI arising prior to the date hereof.

4. This Agreement is delivered pursuant to the terms of the Purchase Agreement and confirms the conveyance of the foregoing property set forth in the Purchase Agreement. This Agreement supplements the Purchase Agreement and shall not be construed to limit the assignment of property or other terms thereof which remain absolute and in full force and effect. The provisions of Sections 6-23 of the Purchase Agreement are incorporated herein by this reference.

5. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A signature delivered via facsimile or email shall constitute an original signature.

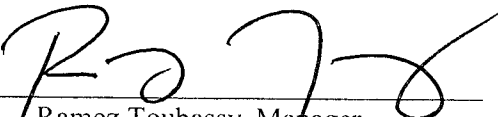
[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

SHABBY CHIC BRANDS, LLC

By: Shabby Chic Holdings, LLC, Sole Member

By: Haddington Partners, LLC, Managing Member

By:   
Ramez Toubassy, Manager

By: BSP-Shabby, LLC, Managing Member

By: Brand Sense Partners, LLC,  
Managing Member

By: \_\_\_\_\_  
Brian France,  
Chief Executive Officer

SC LICENSING, LLC

By: \_\_\_\_\_  
Rachel Ashwell, Sole Member

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

SHABBY CHIC BRANDS, LLC

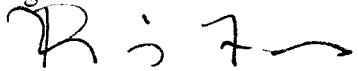
By: Shabby Chic Holdings, LLC, Sole Member

By: Haddington Partners, LLC, Managing Member

By: \_\_\_\_\_  
Ramez Toubassy, Manager

By: BSP-Shabby, LLC, Managing Member

By: Brand Sense Partners, LLC,  
Managing Member

By:  \_\_\_\_\_  
Brian France,  
Chief Executive Officer

SC LICENSING, LLC

By: \_\_\_\_\_  
Rachel Ashwell, Sole Member

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SHABBY CHIC BRANDS, LLC

By: Shabby Chic Holdings, LLC, Sole Member

By: Haddington Partners, LLC, Managing Member

By: \_\_\_\_\_

Ramez Toubassy, Manager

By: BSP-Shabby, LLC, Managing Member

By: Brand Sense Partners, LLC,  
Managing Member

By: \_\_\_\_\_

Brian France,  
Chief Executive Officer

SC LICENSING, LLC

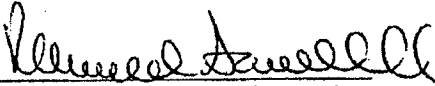
By:   
Rachel Ashwell, Sole Member



EXHIBIT A-1  
Trademarks

See attached



TRADEMARK	TERRITORY	REGISTRATION/ APPLICATION No.
Treasures by Shabby Chic	Canada	Application No. 1481004
Shabby Chic	Taiwan (R.O.C.)	App 091007586 - RN 01044467
Shabby Chic	Taiwan (R.O.C.)	RN 01047534
Rachel Ashwell	European Community	App/Reg 003229473
Shabby Chic by Rachel Ashwell	Hong Kong	App/Reg 300341621
Shabby Chic	China (PRC)	App/Reg 3050933
Shabby Chic	Japan	App H04-127420 - RN 3031625
Shabby Chic	Australia	App/Reg 658086
Shabby Chic	China (PRC)	App/Reg 3050932
Shabby Chic	New Zealand	App/Reg 245810
Shabby Chic	New Zealand	App/Reg 248733
Shabby Chic	Japan	App H09-000052 - RN 4168737
Shabby Chic	European Community	App/Reg 000882035
Rachel Ashwell	International Register	App/Reg 986071
Shabby Chic	International Register	App/Reg 986074
Shabby Chic	Australia	App/Reg 580825
Shabby Chic	Canada	App 1132012 - RN 616664
Shabby Chic	United Kingdom	App/Reg 1513461
Rachel Ashwell	European Community	App/Reg 008641573
R Crown Device	European Community	App/Reg 008680472
Shabby Chic	European Community	App/Reg 8908519
Shabby Chic	European Community	App/Reg 9371949
Shabby Chic	Switzerland	App 13290/2000 - RN P-487175
Simply Shabby Chic	Canada	App 1233440 - RN 660213
Shabby Chic	Japan	App 2010-55548 - RN 5409829
Shabby Chic	European Community	App/Reg 10238863
SSC	Canada	App 1233438 - RN 678270
Shabby Chic	Norway	App 200013238 - RN 212705
Simply Shabby Chic in Script with Flowers Design	Canada	App 1233439 - RN 679728
Rachel Ashwell	China (PRC)	App/Reg: 10100006
Shabby Chic	France	App/Reg 92430087
Rachel Ashwell	Canada	App 1149080 - RN 713956
Rachel Ashwell	Canada	App 1183556 - RN 713907
Shabby Chic	Canada	App 0709399 - RN 427233

Domain Name	Jurisdiction
forshabbychic.com	Generic
rachelashwell.net	Generic
rachelashwelldesigns.com	Generic
rachelashwelldesigns.net	Generic
rachelashwellshabbychic.com	Generic
rachelashwellshabbychic.net	Generic
rachelashwellshabbychiccouture.com	Generic
rashabbychiccouture.com	Generic
shabby-chic.ca	Canada
shabby-chic.cn	China
shabbychic.co.uk	United Kingdom
shabbychic.com	Generic
shabby-chic.com.cn	China
shabbychic.com.tw	Taiwan
shabby-chic.com.tw	Taiwan
shabbychic.info	Generic
shabbychic.jp	Japan
shabby-chic.mobi	Generic
shabbychic.net	Generic
shabby-chic.tv	Tuvalu
shabbychic.tw	Taiwan
shabby-chic.tw	Taiwan
SHABBYCHIC.xxx	Generic
shabbychicbrands.com	Generic
SHABBY-CHIC-CHANDELIER-SHOP.info	Generic
shabbychiccouture.cn	China
shabbychiccouture.co.uk	United Kingdom
shabbychiccouture.com.cn	China
shabbychiccouture.com.tw	Taiwan
shabbychiccouture.eu	European Union
shabbychiccouture.mobi	Generic
shabbychiccouture.org	Generic
shabbychiccouture.tv	Tuvalu
shabbychiccouture.tw	Taiwan
SHABBY-CHIC-CURTAINS.info	Generic
shabbychicdesigns.com	Generic
shabbychicdesigns.net	Generic
SHABBYCHICDVD.com	Generic
SHABBYCHICFABRIC.info	Generic
shabbychicfabrics.com	Generic
shabbychicfabrics.net	Generic
shabbychicfurnishings.com	Generic
shabbychicfurnishings.net	Generic

shabbychicfurnishings.org	Generic
shabby-chic-furniture.net	Generic
shabbychicfurniturestyles.com	Generic
shabbychichome.com	Generic
shabbychichome.net	Generic
shabbychichomeblog.com	Generic
shabbychicjewels.com	Generic
shabbychicnysf.net	Generic
shabbychiconline.com	Generic
shabbychicslipcovers.com	Generic
shabbychicslipcovers.net	Generic
shabbychicstudio.net	Generic
shabbychicwardrobe.com	Generic
shabbychicwardrobe.net	Generic
simplyshabbychic.biz	Generic
simplyshabbychic.com	Generic
simplyshabbychic.com.cn	China
simplyshabbychic.com.tw	Taiwan
simplyshabbychic.eu	European Union
simplyshabbychic.info	Generic
simplyshabbychic.mobi	Generic
simplyshabbychic.net	Generic
simplyshabbychic.tv	Tuvalu
simplyshabbychic.tw	Taiwan
SIMPLYSHABBYCHIC.xxx	Generic

EXHIBIT A-2  
Licenses

Trademark License Agreement, dated May 28, 2009, between Seller and Lilliput and Co., LLC, a California limited liability company.

Second Amended and Restated Product Development and License Agreement, dated March 23, 2012, between Seller and Target General Merchandise Inc., a Minnesota corporation.

Merchandising License Agreement Standard Terms and Conditions, together with the Term Sheet attached thereto, dated as of July 16, 2010, between Seller and Cico Books, Ltd.

Merchandising License Agreement Standard Terms and Conditions, together with the Term Sheet attached thereto, dated as of July 1, 2010, between Seller and House of Fraser (Stores), Limited.

Merchandising License Agreement Standard Terms and Conditions, together with the Term Sheet attached thereto, dated as of February 17, 2010, between Seller and International Greetings USA, Inc. ("International"), as amended by Amendment #1 executed by Seller on May 20, 2010 and by International on May 13, 2010 and Amendment #2 executed by International on December 21, 2012.

Merchandising License Agreement Standard Terms and Conditions, together with the Term Sheet attached thereto, dated as of July 16, 2010, between Seller and Stone Harbor, Inc. ("Stone"), as amended by Amendment #1 executed by Seller on June 23, 2011 and by International on June 17, 2011.

License Agreement, dated August 9, 2012, between Seller and TOMS Shoes, Inc.

Merchandising License Agreement Standard Terms and Conditions, together with the Term Sheet attached thereto, dated as of December 14, 2009, between Seller and Miles Talbott Furniture, Inc. ("Miles"), as amended by Amendment #1 executed by Seller on July 23, 2010 and by Miles on July 22, 2010 and Amendment #2 executed by Seller on April 3, 2012 and by Miles on March 20, 2012.