

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
The Isfel Co. Inc.		05/14/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	F&T Apparel LLC		
Street Address:	1359 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3883852	HART STREET	
CORRESPONDENCE DATA			
Fax Number:	2126325555		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-632-8436		
Email:	Trademarks@salans.com		
Correspondent Name:	Lora A. Moffatt,		
Address Line 1:	Rockefeller Center, 620 Fifth Avenue		
Address Line 2:	c/o Salans FMC SNR Denton Europe LLP		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	0208586.0247		
NAME OF SUBMITTER:	Lora A. Moffatt		
Signature:	/lora a moffatt/		

OP \$40.00 3883852

Date:

07/15/2013

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into and made effective as of May 14, 2013, by THE ISFEL CO. INC., a New York corporation (the "Assignor"), in favor of F&T APPAREL LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor has adopted and is using certain trademarks, service marks, logos, designs, names and trade names in connection with the conduct of its business, including, but not limited to the trademarks, logos, trade names and service marks listed on the attached Schedule A (the "Trademarks"); and

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to transfer and convey to Assignee, the Trademarks, all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by said Trademarks;

NOW, THEREFORE, by this document of assignment, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor hereby assigns, conveys and transfers to Assignee, its successors and assigns, all of Assignor's right, title and interest, in and to the Trademarks, existing anywhere throughout the world and including all trademark applications and registrations therefor, any common law rights to such Trademarks, all goodwill of the business symbolized by the Trademarks, as well as all claims and causes of action against third parties for any and all past infringements of the rights being assigned, and the right to collect and retain any proceeds therefrom; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

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SCHEDULE A

TRADEMARKS

POGO CLUB OF NEW YORK as used in connection with children's clothing in International Class 25.

HART STREET as used in connection with children's clothing in International Class 25.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed in its name by its duly authorized representative as of the date first set forth above.

ASSIGNOR:

THE ISFEL CO. INC.

By: _____

Name: _____

Title: _____

Joseph Feldman

President

[Signature Page to Trademark Assignment]

New York 1591354.3

RECORDED: 07/15/2013

**TRADEMARK
REEL: 005070 FRAME: 0330**