

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
PERCEPTIONS, INC.		06/28/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	MMIP HOLDINGS INC.		
Street Address:	176 Laurel Ave.		
City:	Livingston		
State/Country:	NEW JERSEY		
Postal Code:	07039		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85350986	PERCEPTIONS	
CORRESPONDENCE DATA			
Fax Number:	2126436500		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-643-7000		
Email:	pto@sillscummis.com		
Correspondent Name:	Sills Cummis & Gross P.C.		
Address Line 1:	30 Rockefeller Plaza		
Address Line 2:	29th Floor, IP Dept.		
Address Line 4:	New York, NEW YORK 10112		
ATTORNEY DOCKET NUMBER:	09910463.000001		
NAME OF SUBMITTER:	Edward Longobardi		
Signature:	/Edward Longobardi/		

CH \$40.00 85350986

Date:

07/15/2013

Total Attachments: 4

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Trademark Assignment

This Trademark Assignment (this "Assignment"), effective as of June 28, 2013 ("Effective Date"), is between **PERCEPTIONS, INC.**, a New York corporation with offices at 1400 Broadway, New York, New York, 10018 ("Assignor") and **MMIP HOLDINGS INC.**, a New Jersey corporation, with offices at 176 Laurel Ave., Livingston, New Jersey 07039 ("Assignee").

WHEREAS, Assignor is the owner of all of the right, title and interest in and to the trademark, and application for registration therefor owned or used by Assignor in connection with its business as listed on Schedule A (the "Mark") and Assignor has entered into that certain Asset Purchase Agreement, dated as of June 24, 2013 (the "Purchase Agreement"), pursuant to which Assignor has agreed to assign, transfer and sell to Assignee, Assignor's entire right, title and interest in the Mark, and the goodwill associated therewith; and Assignee agrees to acquire Assignor's entire right, title, and interest in and to the Mark, and the goodwill associated therewith.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement and for One Dollar (\$1.00) and other fair good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor, as of the Effective Date, hereby sells, grants, conveys, transfers, assigns, and delivers to Assignee, its successors, and assigns, Assignor's entire right, title and interest in and to the Mark, the goodwill of the business appurtenant to and associated with the Mark and which is symbolized thereby, as well as any renewals thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to the Mark, all causes of action (in law and/or equity) and the right to sue, counterclaim, recover and collect for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all other rights corresponding thereto throughout the respective countries where Assignor holds rights in the Mark, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.

2. Capitalized terms used herein have the respective meanings ascribed thereto in the Purchase Agreement unless otherwise defined herein.

3. Assignor, as of the Effective Date, agrees to immediately cease using the Mark and further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.

4. Assignor covenants and agrees that, from time to time after the delivery of this Assignment, Assignor shall, promptly upon request and for no additional consideration, make, sign, execute, acknowledge, deliver, undertake and cause to be done such further instruments, actions, conveyances, transfers, assignments, powers of attorney and assurances, and take such other actions, as may reasonably be requested by the Assignee or its counsel in order more effectively to convey, transfer, assign and vest the Mark to and in the Assignee in any jurisdiction, and to otherwise implement and carry out the purposes and intent of the Purchase Agreement, consistent with its terms.

5. Assignor hereby constitutes and appoints Assignee, its successors and assigns, Assignor's true and lawful attorney and attorneys, with full power of substitution, in Assignor's name and stead, but on behalf of and for the benefit of Assignee, its successors and assigns, from time to time, to institute and prosecute in Assignor's name, or otherwise, at the expense and for the benefit of Assignor, its successor and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successor or assigns, may deem proper for the collection and enforcement of any claim or right of any kind hereby contributed, conveyed, transferred, assigned and delivered, or intended so to be, and to do all reasonable acts and things in relation to the Mark. Assignor hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason whatsoever.

6. The provisions of this Assignment shall be binding upon Assignor and its successors, assigns and legal representatives and shall inure to the benefit of Assignee and its successors, assigns and legal representatives.

7. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflicts of laws of the State of New York and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

8. Assignor further covenants and agrees that the representations, warranties, covenants and agreements of Assignor contained in the Purchase Agreement shall not merge into or with this Assignment but shall survive this Assignment and become a part hereof and shall continue in full force and effect for the period specified in the Agreement as though set forth herein at length. In the event that any provision of this Assignment shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.

9. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of a facsimile version or a copy in pdf format that is conveyed via email of one or more signatures to this Assignment shall be deemed adequate delivery for all purposes hereof.

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10. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Mark.

WHEREFORE, Assignor has duly executed this Trademark Assignment on the date indicated below.

Date: June 28, 2013.

ASSIGNOR:

PERCEPTIONS, INC.

By: 

Name: Seymour R. Blumenthal
Title: PRESIDENT

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Schedule A

Mark

US APPLICATION

Serial Number	Reg. Number	Word Mark	App. Date	Reg. Date	Int. Class
1	85350986	PERCEPTIONS	June 20, 2011		025 Dress pants; Dress suits; Dresses; Pantsuits; Skirts and dresses; Sweaters; Tops; Women's clothing, namely, shirts, dresses, skirts, blouses

COMMON LAW MARK

PERCEPTIONS, in use in commerce from no later than May 31, 1984.

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