

## 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
H.F. MFG. CORP.		09/11/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	PARIS ACCESSORIES, INC.		
Street Address:	1385 Broadway		
Internal Address:	21st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85639746	SUITSIE	
Serial Number:	85808990	TUXSIE	
Registration Number:	3417564	DRESSING TOMORROW'S LEADERS TODAY	
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:	09910010.000165		

CH \$90.00 85639746

NAME OF SUBMITTER:	Edward Longobardi
Signature:	/Edward Longobardi/
Date:	09/13/2013
<b>Total Attachments: 7</b> source=H.F. Mfg. to Paris TM Assignment#page1.tif source=H.F. Mfg. to Paris TM Assignment#page2.tif source=H.F. Mfg. to Paris TM Assignment#page3.tif source=H.F. Mfg. to Paris TM Assignment#page4.tif source=H.F. Mfg. to Paris TM Assignment#page5.tif source=H.F. Mfg. to Paris TM Assignment#page6.tif source=H.F. Mfg. to Paris TM Assignment#page7.tif	

## Trademark Assignment

This Trademark Assignment (this "Assignment"), effective as of August 19, 2013 ("Effective Date"), is between **H.F. MFG. CORP.**, 65 West 36th Street, 11th Floor, New York, New York, 10018 ("Assignor") and **PARIS ACCESSORIES, INC.**, a New York corporation with offices at 1385 Broadway, 21st Floor, New York, NY 10018 New York, NY 10118 ("Assignee").

WHEREAS, Assignor is the owner of all of the right, title and interest in and to the registered trademarks, applications therefor and trade names and all other common law trademarks, and trade names owned and used by Assignor in connection with its business, as listed on the attached schedules (collectively, the "Marks"), including but not limited to: (i) the registered trademarks and pending applications in the United States Patent and Trademark Office set forth on Schedule A; (ii) the common law trademarks set forth on Schedule B; and (iii) the foreign trademark applications set forth on Schedule C.

WHEREAS, Assignor has entered into that certain Asset Purchase Agreement, dated as of August 19, 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 Marks, and the goodwill associated therewith; and Assignee agrees to acquire Assignor's entire right, title, and interest in and to the Marks, 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, 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 Marks, the goodwill of the business appurtenant to and associated with the Marks 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 Marks, 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 Marks, 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.

1. Capitalized terms used herein have the respective meanings ascribed thereto in the Purchase Agreement unless otherwise defined herein.
2. Assignor, as of the Effective Date, agrees to immediately cease using the Marks 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, in accordance with the Purchase Agreement.

3. 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 Assignee, 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 Marks. Notwithstanding the foregoing, the authorization hereunder to institute and prosecute in Grantor's name any legal proceedings (i) shall apply only if Assignor does not promptly institute and proceed to prosecute in Assignor's name any such legal proceedings, all at Assignee's expense, and (ii) shall expire on the third (3rd) anniversary hereof (except with respect to any claim for infringement). 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.

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

5. 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.

6. 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. Nothing contained herein shall be deemed in any way to supersede, amend, rescind, waive, expand, or in any other way affect the provisions, including the representations, warranties, exceptions, disclosures, covenants and agreements or the rights and remedies of any of the parties under the Purchase Agreement, and 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.

7. This Assignment may not be waived, changed or terminated or modified without the written and signed consent of Assignor and Assignee.

8. All notices and other communications hereunder shall be in writing and shall be made in accordance with Section 9.2 of the Purchase Agreement.

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.

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 Trademarks.

*[Signature page follows]*

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

Dated: as of August 19, 2013.

**ASSIGNOR:**

**H.F. MFG. CORP.**

By:           *T Tucker* <sup>President</sup>                                  
Name: Todd Tucker  
Title: President

STATE OF NEW YORK     )  
  )ss.:  
COUNTY OF NEW YORK )

On the 16<sup>th</sup> day of ~~August~~ <sup>September</sup>, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Todd Tucker, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

*Jack Wilk*  
Notary Public

JACK WILK  
Notary Public, State of New York  
No. 02W14811099  
Qualified in Nassau County  
Commission Expires April 30, 2014

*(Trademark Assignment Signature Page)*

Schedule A

U.S. Trademarks

(Registered Trademarks and Applications)

Serial Number	Reg. Number	Word Mark	App. Date	Reg. Date	Int. Class
1	85639746	SUITSIE	5/31/12		025, children's clothing, namely, one piece bodysuits
2	85808990	TUXSIE	12/21/12		025, children and infant clothing
3	3417564	DRESSING TOMORROWS LEADERS TODAY		4/28/08	025, infant, toddler and children's clothing, namely, bow ties, dress shirts, jackets, pants, polo shirts, shirts, sport coats, suits, sweat shirts, sweaters, ties, tuxedo shirts, tuxedo ties, tuxedos, vests

**Schedule B**

**U.S. Trademarks**

**COMMON LAW TRADEMARKS**

	<b>Word Mark</b>	<b>Goods</b>
1	HAPPY FELLA	children's wearing apparel-namely, shirts, shorts, slacks, short sets including a shirt and shorts, and slack sets including a shirt and slacks. In continuous use in inter-state commerce since December 3, 1962.
2	THE COMPLETE WARDROBE	Clothing, namely, jackets, pants, polo shirts, shirts, shorts, sport coats, sweaters, t-shirts, ties, vests. In continuous use in inter-state commerce since August 17, 2011.
3.	LITTLE JACQUES	children's clothing, namely pants, shorts, shirts, vests, ties, jackets, jumpers and pajamas.
4.	SUIT UP IN A SNAP	children's clothing, namely one-piece body suits.
5.	WILL LOGAN	children's clothing, namely pants, shorts, shirts, vests, ties, jackets, jumpers and pajamas.



**Schedule C**

**Foreign Trademarks  
(China)**

(Registered Trademarks and Applications)

	<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>	<b>App. Date</b>	<b>Reg. Date</b>	<b>Int. Class</b>
1	12780661		SUITSIE	6/20/13		025, children and infant clothing,
2	12780662		TUXSIE	6/20/13		025, children and infant clothing