

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: 2		
Property Type	Number	Word Mark
Serial Number:	72161920	"HAPPY FELLA"
Registration Number:	4137863	THE COMPLETE WARDROBE

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
NAME OF SUBMITTER:	Edward Longobardi

CH \$65.00 72161920

Signature:	/Edward Longobardi/
Date:	09/18/2013
Total Attachments: 5 source=H.F. Mfg. to Paris Accessories TM Assignment#page1.tif source=H.F. Mfg. to Paris Accessories TM Assignment#page2.tif source=H.F. Mfg. to Paris Accessories TM Assignment#page3.tif source=H.F. Mfg. to Paris Accessories TM Assignment#page4.tif source=H.F. Mfg. to Paris Accessories TM Assignment#page5.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.

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]

Schedule A

U.S. Trademarks

(Registered Trademarks and Applications)

Serial Number	Reg. Number	Word Mark	App. Date	Reg. Date	Int. Class
1	72161920	HAPPY FELLA		2/16/65	025, children's wearing apparel-namely, shirts, shorts, slacks, short sets including a shirt and shorts, and slack sets including a shirt and slacks.
2	4137863	THE COMPLETE WARDROBE		5/8/12	025, Clothing, namely, jackets, pants, polo shirts, shirts, shorts, sport coats, sweaters, t-shirts, ties, vests