

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
Belleville Solutions Inc.		09/28/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Adrian Original LLC		
Street Address:	561 SEVENTH AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85648234	ADRIAN ORIGINAL	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	trademark@bakoskritzer.com		
Correspondent Name:	BAKOS & KRITZER		
Address Line 1:	147 COLUMBIA TPKE		
Address Line 4:	FLORHAM PARK, NEW JERSEY 07932-2113		
NAME OF SUBMITTER:	Ryan S. McPhee		
Signature:	/Ryan S. McPhee/		
Date:	10/30/2013		
Total Attachments: 3 source=13-10-30 Adrian Original Trademark Assignment#page1.tif source=13-10-30 Adrian Original Trademark Assignment#page2.tif source=13-10-30 Adrian Original Trademark Assignment#page3.tif			

OP \$40.00 85648234

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is entered into this ___ day of _____, 2013 by and between Belleville Solutions Inc., a corporation organized under the laws of Delaware with a principle office address located at 420 Lexington Avenue, Room 2312, New York, New York 10170 ("Assignor") and Adrian Original LLC, a limited liability company organized under the laws of the State of New York with a principle office address located at 561 Seventh Avenue, New York, New York 10018 ("Assignee"). Assignor and Assignee shall hereinafter be referred to collectively as the "Parties."

WHEREAS, the Assignor is the owner of the trademark "ADRIAN ORIGINAL", Serial No. 85,648,234, filed on June 11, 2012 (the "Trademark");

WHEREAS, the Assignee seeks to acquire the entire rights, title, and interest in the Trademark in perpetuity;

NOW THEREFORE, effective immediately by this document, and for good and valuable consideration provided pursuant to an Assignment Agreement executed between the Parties on even date, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill associated therewith and all other rights), in and to the Trademark.
2. Representations and Warranties. Assignor represents and warrants to Assignee that:
 - a. Assignor has the right, power and authority to enter into this Agreement;
 - b. Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
 - c. The Trademark is free of any liens, security interests, encumbrances or licenses;
 - d. There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
 - e. This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
 - f. (f) Assignor is not subject to any agreement, judgment, or order inconsistent with the terms of this Agreement.
3. Entire Agreement. This Agreement, contains the entire understanding and agreement between the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations, or warranties between them

KS



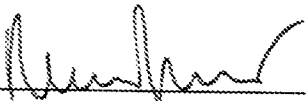
TRADEMARK

respecting the subject matter hereof.

- 4. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.
- 5. Agreement to Perform Necessary Acts. The Parties agree to perform any further acts and execute and deliver any and all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in and to the Trademark and to carry out the provisions of this Agreement.
- 6. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the United States of America and the State of New York.

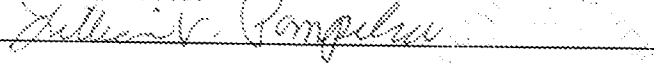
IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be executed and effective as of the date indicated below.

ASSIGNOR - Belleville Solutions Inc.

Signature: 
 Name: Renaud Dutreil
 Title: President
 Date: 09-17-13

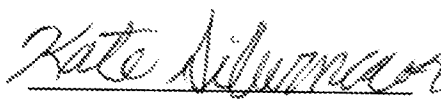
State of NJ)
) SS.:
 County of Morris)

On this 17th day of Sept, 2013, before me, a Notary Public in and for the State and County aforesaid, personally appeared Renaud Dutreil, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that [HE/ SHE] executed the same in [HIS/ HER] authorized capacity, and that by [HIS/ HER] signature on the instrument the person upon behalf of which the person acted, executed the instrument and [HE/SHE] acknowledged the same to be of [HIS/HER] free act and deed.

Notary Public: 

LILLIAN V. POMPILIO
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires April 16, 2017

ASSIGNEE - Adrian Original LLC

Signature: 



Name: KATE SILVERMAN
Title: President & Chief Designer
Date: 9-28-2013

State of NJ)
) SS.:
County of Morris)

On this 28th day of September, 2013, before me, a Notary Public in and for the State and County aforesaid, personally appeared Kate Silverman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that [HE/ SHE] executed the same in [HIS/ HER] authorized capacity, and that by [HIS/ HER] signature on the instrument the person upon behalf of which the person acted, executed the instrument and [HE/SHE] acknowledged the same to be of [HIS/HER] free act and deed.

Notary Public: Lillian V. Pompilio

LILLIAN V. POMPILIO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2017



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