

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
S. Rothschild & Co., Inc.		10/09/2013	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	LL Brand Holdings LLC
Street Address:	1370 Broadway
Internal Address:	Suite 1107
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	86011788	SIGNATURE BY LARRY LEVINE
Serial Number:	86011869	PLATINUM BY LARRY LEVINE
Serial Number:	86011954	LARRY LEVINE
Registration Number:	3618904	CLASSICS BY LARRY LEVINE
Registration Number:	3031335	LL LARRY LEVINE SPORT
Registration Number:	2827462	LEVINE CLASSICS
Registration Number:	2827464	LARRY LEVINE SPORT
Registration Number:	2827465	LARRY LEVINE DESIGNS
Registration Number:	2822812	LARRY LEVINE DESIGN
Registration Number:	2827463	LARRY LEVINE PETITES
Registration Number:	1744606	LARRY LEVINE

CORRESPONDENCE DATA

Fax Number:	5168690991	TRADEMARK
-------------	------------	------------------

OP \$290.00 86011788

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 516-869-6422
Email: legalsiegal@aol.com
Correspondent Name: Laura B. Siegal
Address Line 1: 39 Chestnut Road
Address Line 4: Manhasset, NEW YORK 11030

NAME OF SUBMITTER:	Laura B. Siegal
Signature:	/Laura B. Siegal/
Date:	11/11/2013

Total Attachments: 4

source=LL Brand - Assignment of Trademarks (U.S. - executed)#page1.tif
source=LL Brand - Assignment of Trademarks (U.S. - executed)#page2.tif
source=LL Brand - Assignment of Trademarks (U.S. - executed)#page3.tif
source=LL Brand - Assignment of Trademarks (U.S. - executed)#page4.tif

EXHIBIT B

ASSIGNMENT OF U.S. TRADEMARKS AND POWER OF ATTORNEY

WHEREAS, S. ROTHSCHILD & CO., INC., a New York corporation with an address at 500 7th Avenue, New York, New York 10018, USA (collectively, "Assignor"), has agreed pursuant to the Asset Purchase Agreement dated as of October 1, 2013 between Assignor and **LL BRAND HOLDINGS LLC**, a New York limited liability company, with an address at 1370 Broadway, Suite 1107, New York, New York 10018, USA ("Assignee") (the "Agreement") to assign all of its and shall cause its affiliates to so assign all of their respective right, title and interest in and to the trademarks as set forth in Schedule 1 hereto, including but not limited to the pending applications as set forth in Schedule 1 hereto, any registrations that may issue therefrom and all common law rights associated with such trademarks to the extent that such common law rights exist (collectively, the "Marks"), to Assignee; and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Marks, and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

Assignor hereby conveys, transfers, assigns, delivers and contributes to Assignee all of Assignor's right, title and interest of whatever kind in and to the Marks, together with the goodwill of the business associated therewith, free and clear of all liens and encumbrances of any nature.

Assignor further hereby agrees that Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office so as to establish Assignee as owner of record of the Marks.

Assignor further hereby revokes all previous powers of attorney related to the Marks as set forth on Schedule 1 hereto and appoints Assignee, with full power of substitution and revocation vested in Assignee, to prepare and execute on Assignor's behalf, any documents necessary or required by the United States Patent and Trademark Office in connection with and to demonstrate Assignor's consent to use, register, and/or attempt to register the marks as set forth on Schedule 1 hereto by Assignee and its successors and assigns.

Assignor further agrees, at the request of Assignee and without charge or cost to Assignee, promptly to (i) execute and have executed and cause affiliates to execute any and all other documents of any kind whatsoever, and to provide whatever information may be required to carry out the terms and intent of this Assignment; and (ii) fully

cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office so that Assignee's ownership of the Marks is duly made of record.

This Assignment of U.S. Trademarks and Power of Attorney shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns.

IN WITNESS WHEREOF, this Assignment of U.S. Trademarks and Power of Attorney has been executed by a duly authorized officer of each of Assignor and Assignee as of October 9, 2013.

ASSIGNOR:

S. ROTHSCHILD & CO., INC.

By: _____

Name: Mark Friedman

Title: President

ASSIGNEE:

LL BRAND HOLDINGS LLC

By: LL BRAND GROUP LLC

Its: Manager

By: _____

Name: Joseph Gabbay

Title: Manager

cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office so that Assignee's ownership of the Marks is duly made of record.

This Assignment of U.S. Trademarks and Power of Attorney shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns.

IN WITNESS WHEREOF, this Assignment of U.S. Trademarks and Power of Attorney has been executed by a duly authorized officer of each of Assignor and Assignee as of October 9, 2013.

ASSIGNOR:

S. ROTHSCHILD & CO., INC.

By: _____

Name: Mark Friedman

Title: President

ASSIGNEE:

LL BRAND HOLDINGS LLC

By: **LL BRAND GROUP LLC**

Its: **Manager**

By: _____

Name: Joseph Gabbay

Title: Manager

Schedule 1

SCHEDULE OF U.S. TRADEMARKS

Trademark	App. No./Reg. No.
SIGNATURE BY LARRY LEVINE	86011788
PLATINUM BY LARRY LEVINE	86011869
LARRY LEVINE	86011954
LARRY LEVINE	77813015
LARRY LEVINE	77813039
CLASSICS BY LARRY LEVINE	3618904
LL LARRY LEVINE SPORT	3031335
LEVINE CLASSICS	2827462
LARRY LEVINE SPORT	2827464
LARRY LEVINE DESIGNS	2827465
LARRY LEVINE DESIGN	2822812
LARRY LEVINE PETITES	2827463
LARRY LEVINE CLASSICS	76509626
CLASSICS BY LARRY LEVINE	76509628
L LARRY LEVINE	2256523
LARRY LEVINE	1792039
LARRY LEVINE	1744606