

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Vera Company, LLC		11/26/2013	LIMITED LIABILITY COMPANY:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	VNIP Holdings, LLC
<b>Street Address:</b>	1350 Broadway, 11th Floor
<b>Internal Address:</b>	c/o Tarter Krinsky & Drogin LLP
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10018
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW YORK

<b>PROPERTY NUMBERS Total: 20</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Serial Number:	77430980	
Serial Number:	77431462	GET BITTEN BY THE LADYBUG
Serial Number:	77978353	SIGNATURE COLLECTION BY VERA
Serial Number:	77111530	SIGNATURE COLLECTION BY VERA
Serial Number:	85502328	THE VERA STUDIO
Serial Number:	72057096	VERA
Serial Number:	72336731	VERA
Serial Number:	73179255	VERA
Serial Number:	73252180	VERA
Serial Number:	77654189	VERA
Serial Number:	78714663	VERA
Serial Number:	77948688	VERA
Serial Number:	85056565	VERA

CH \$515.00 77430980

Serial Number:	85048956	THE VERA STUDIO
Serial Number:	85082312	VERA
Serial Number:	85082321	VERA
Serial Number:	85230925	WE VERA
Serial Number:	85230965	WE VERA
Serial Number:	85266260	VERA
Serial Number:	85753054	GOOD LUCK, GOOD HEALTH, LONG LIFE

**CORRESPONDENCE DATA**

Fax Number: 2122168001

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

Phone: 2122168000

Email: docket@tarterkrinsky.com

Correspondent Name: Amy B. Goldsmith

Address Line 1: 1350 Broadway, 11th Floor

Address Line 2: Tarter Krinsky & Drogin LLP

Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:

C2226

NAME OF SUBMITTER:

Amy B. Goldsmith

Signature:

/Amy B. Goldsmith/

Date:

12/04/2013

**Total Attachments: 6**

source=Intellectual Property Assignment TVC to VNIP signed no exhibits (00710396) (2)#page1.tif

source=Intellectual Property Assignment TVC to VNIP signed no exhibits (00710396) (2)#page2.tif

source=Intellectual Property Assignment TVC to VNIP signed no exhibits (00710396) (2)#page3.tif

source=Schedule A - The Vera Co#page1.tif

source=Schedule A - The Vera Co#page2.tif

source=Schedule A - The Vera Co#page3.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of November 26, 2013 is made by THE VERA COMPANY, LLC ("Seller"), a Georgia limited liability company, located at 3411 Pierce Drive, Suite 200, Atlanta, Georgia 30341, in favor of VNIP Holdings, LLC ("Buyer"), a Delaware limited liability company, c/o Tarter Krinsky & Drogin LLP, 1350 Broadway, New York, NY 10018 the purchaser of certain assets of Seller pursuant to an ASSET PURCHASE AGREEMENT between Buyer and Seller, dated as of November 18, 2013 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned IP"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks");

(b) the copyright registrations, applications for registration [and exclusive copyright licenses] set forth in Schedule 2 hereto and all issuances, extensions and renewals thereof (the "Copyrights");

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, except Seller retains all receivables through December 31, 2013 on certain license agreements assigned to and assumed by Buyer; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and

future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement relating to the Assigned IP are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

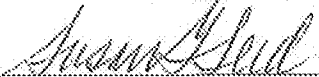
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Georgia, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware, New Jersey, New York or any other jurisdiction). Seller and Purchaser hereby agree to submit to the exclusive jurisdiction of the state and/or federal courts of the State of Georgia, in Fulton County and each party consents to the personal jurisdiction of such courts, and each party waives any objections it may now or hereafter have based on venue or forum non conveniens and hereby appoints the Secretary of State of the State of Georgia as agent for the purpose of receiving service or process in respect of any proceeding in connection herewith.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

The Vera Company, LLC


By: 

Name: Susan G. Seid, Manager

Address for Notices:  
3411 Pierce Drive, Suite 200  
Atlanta, GA 30341











AGREED TO AND ACCEPTED:

VNIP Holdings, LLC

By: 

Name: Jack Mann, President

Address for Notices:  
c/o Tarter Krinsky & Drogin LLP  
1350 Broadway  
New York, New York 10018  
Attn: Amy B. Goldsmith

Class	Goods	Serial/Regs. Number	Filing Date	Regs. Date	Status	Mark	Next Renewal Date	Previous Regs. Date	Action Needed/Taken
21	Bath and Beach Towels	72160074/0757827	1/2/1963	10/1/63	Registered		10/1/14	5/19/04	Abandoned
16	Paper Products, namely, blank journal books, calendars, paper napkins, stationery, and greeting cards	77430980/3825616	3/25/2008	7/27/10	Registered		7/27/20		
24	Linens namely sheets, pillow cases, bed covers, towels, wash cloths, table cloths, placemats, and napkins	77430980/3825616	3/25/2008	7/27/10	Registered		7/27/20		
25	Clothing namely men's, women's and children's apparel and accessories namely belts; blouses; children's and infant's cloth bibs; children's cloth eating bibs; children's headwear; coats for men and women; dress shirts; dress suits; dresses; evening dresses; fabric belts; footwear for men and women; footwear for women; halter tops; hats; hoods; infant and toddler one piece clothing; jumpsuits; kerchiefs; knit shirts; leather belts; leotards and tights for women, men, and children of nylon, cotton or other textile fibers; men and women jackets, coats, trousers, vests; men's suits, women's suits; mufflers; neckties; pajamas; pocket kerchiefs; ponchos; sashes; scarves; shawls; shawls and headscarves; shawls and stoles; shifts; shirts; short sets; short trousers; shorts; shoulder scarves; silk scarves; skirt suits; skirts; skirts and dresses; sports jackets; suspender belts for men; t-shirts; tank-tops; tops; trousers; tunics; waist belts; waistcoats; women's shoes; women's underwear	77430980/3825616	3/25/2008	7/27/10	Registered		7/27/20		
45	Licensing of prints, designs, artwork, trademarks and other intellectual property rights to others	77431462/3752839	3/25/2008	2/23/10	Registered		2/23/15	2/23/10	
24	Bed linen;	77978353/3753305	2/20/2007	2/23/10	Registered		2/23/20		
24	Bath linen; dining linens; fabric table runners; fabric table toppers; household linen; kitchen linens; linen; linen lining fabric for shoes; table cloths not of paper; table linen; table linen, namely place mats; table linen, namely coasters; table mats not of paper; table mats of precious metal;	77111530/3923335		2/22/11			2/22/21		
25	Blouses; coats for men and women; dress shields; dress shirts; dress suits; dresses; dressing gowns; evening dresses; footwear for men and women; footwear for women; halter tops; hats; head scarves; hoods; infant's trousers; leotards and tights for women, men and children of nylon, cotton, or other textile fibers; men and women jackets, coats, trousers, vests; men's suits; women's suits; neckerchiefs; neckties; pajamas; scarves; shawls; shawls and headscarves; shawls and stoles; shirts; shirts for suits; short sets; short trousers; short-sleeved or long-sleeved t-shirts; short-sleeved shirts; shorts; shoulder scarves; silk scarves; skirt suits; skirts; skirts and dresses; sport coats; sport shirts; sports jackets; suspender belts for women; t-shirts; tank tops; tank-tops; tops; trousers; tunics; waistcoats; walking shorts; women's shoes; women's underwear	77111530/3923335	2/20/2007	2/22/11			2/22/21		
24	Bath linen; bed linen; bed skirts; household linen; kitchen linens; table linen	77111331	2/20/2007		12/21/10		6/21/11		Abandoned
25	Scarves	85502328/4365427	2/20/2007		7/9/13		7/9/23		

Class	Goods	Serial/Regis. Number	Filing Date	Regis. Date	Status	Mark	Next Renewal Date	Previous Regis. Date	Action Needed/Taken
25	Ladies' scarves, neckties, blouses, shawls, and kerchiefs adapted to be worn as head coverings and as neckerchiefs	72057096/0683332	8/12/1958	8/11/59	Registered	Vera	8/11/19	7/21/09	
25	articles of wearing apparel for women, young women, and girls-namely scarves, neckties, blouses, shawls, and kerchiefs adapted to be worn as head coverings and as neckerchiefs; barbecue sets including aprons and gloves, coveralls in the nature of smocks, outer dress and sport shirts, outer shorts and trousers of assorted lengths, dress pajamas, waistcoats, shifts, dresses, playsuits, skirts, tunics, tops, jumpsuits, sashes, mufflers, ponchos, hats, caps, and hoods	72336731/0896548	9/2/1969	8/11/70	Registered	Vera	8/11/20	8/20/10	
24	Table linens, i.e., tablecloths, napkins, hand towels, kitchen aprons, dish towels, guest towels, potholders, place mats, and bath towels	72336731/0896548	9/2/1969	8/11/70	Registered	Vera	8/11/20	8/20/10	
18	Umbrellas	73179255/1122784	7/24/1978	7/24/79	Registered	Vera	7/24/19	12/23/09	
24	Bed Linens-namely, bed sheets, pillow cases, and blankets	73252180/1205491	3/3/1980	8/17/82	Registered	[block letters] Vera	8/17/12	7/20/02	
21	Bath accessories, namely, toothbrush holders, soap dishes, ceramic tissue box covers, waste receptacles in the nature of trash cans, and tumblers; Dinnerware, namely, plates, saucers, cups, bowls, kitchen accessories, namely, serving plates, serving bowls, tea pots, sugar bowls, creamer pitchers, serving trays, serving platters, spice jars of porcelain, salt and pepper shakers, napkin rings not of precious metal, butter dishes, spoon rests, trivets, chip and dip serving dishes, and drinking glasses.	77654189/3914796	1/22/2009	2/1/11	Registered	Vera	2/1/21		
20	Shower curtain hooks; decorative pillows.	77654189/3914796	1/22/2009	2/1/11	Registered	Vera	2/1/21		
24	Bedding, namely, bedspreads, comforters, duvet covers, dust ruffles, bed sheets and pillowcases; linens, namely, towels, shower curtains and washcloths.	77654189/3914796	1/22/2009	2/1/11	Registered	Vera	2/1/21		
25	articles of wearing apparel for men, namely neckties, neckwear	78714663/3703608	9/16/2005	10/27/09	Registered	Vera	10/27/19	10/27/09	
16	Address books and diaries; adhesive note pads; art prints; art prints on canvas; blank cards; blank journal books; blank journals; blank note cards; book marks; calendars; children's books; coffee table books featuring the art, life, and products of Vera Neumann; daily planners; desk calendars; disposable napkins; envelopes for stationery use; file folders; framed art prints; framed paintings; giclee prints; gift bags; gift wrapping paper; greeting cards; holiday cards; ink pens; invitation cards; memo pads; paper napkins; paper stationery; paper table linens; pen and pencil cases; pen and pencil cases and boxes; pencils; pens; posters; prints in the nature of artwork by Vera Neumann; stationery; stationery boxes; stationery writing paper and envelopes; watercolours; writing implements	77948688/3860239	3/2/2010	10/12/10	Registered	Vera	10/12/20		
27	Area rugs; Bath mats; Door mats; Floor mats; Rugs	85056565/3907786	6/7/2010	1/18/11	Registered	Vera	1/18/21		
21	Dishes; Serving dishes	85048956/3864651	5/27/2010	10/19/10	Registered	THE VERA STUDIO	10/19/20		

Class	Goods	Serial/Regis. Number	Filing Date	Regis. Date	Status	Mark	Next Renewal Date	Previous Regis. Date	Action Needed/Taken
18	All-purpose carrying bags; Business card holders in the nature of card cases;     Carrying cases; Cosmetic bags sold empty; Duffle bags; Handbags, purses and wallets; Luggage; Luggage tags; Overnight bags; Reusable shopping bags; Straps for luggage; Tote bags; Travel bags	85082312/4179954	7/12/10	7/24/12	Registered		7/24/22		
25	Footwear	85082321/4080866	7/12/2010	1/3/12	Registered		1/3/22		
24	Bed linen; Curtains made of textile fabrics; Furnishing and upholstery fabrics; Household linen	85230925/4019032	2/1/2011	8/30/11	Registered	we vera	8/30/21		
25	Dresses; Jackets; Knit dresses; Knit tops; Shifts; Skirts and dresses; Tops; Woven dresses; Woven tops; Wraps	85230965/4019035	2/1/2011	8/30/11	Registered	we vera	8/30/21		
3	Makeup products, namely, makeup powder, makeup foundation, makeup pencils, blush, lipstick, lipgloss, eye shadows, and nail polish	85266260	3/14/2011	6/5/12	Registered		6/5/22		
25	Scarves	85753054	10/12/2012	10/15/13	Pending: Approved for registration		10/15/23		