

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/30/2013

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DROGA5, LLC		12/31/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	DRAGON OPERATIONS, LLC
Street Address:	400 Lafayette, 5th Fl.
City:	New York
State/Country:	NEW YORK
Postal Code:	10003
Entity Type:	Limited Liability Company: Delaware

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85562406	FAKES
Serial Number:	85562410	FAKES
Serial Number:	85562413	FAKES
Serial Number:	85562414	FAKES
Serial Number:	85562415	FAKES

CORRESPONDENCE DATA

Fax Number: 2124464900
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 2124464800
 Email: hayley.smith@kirkland.com
 Correspondent Name: Kirkland & Ellis LLP
 Address Line 1: Attn Hayley Smith, Sr. Legal Assistant
 Address Line 2: 601 Lexington Avenue

CH \$140.00 85562406

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	15338-1 (HS)
NAME OF SUBMITTER:	Hayley Smith
Signature:	//Hayley Smith//
Date:	12/31/2013

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") dated as of August 30, 2013 (the "Effective Date"), is made by and between DROGA5, LLC, a Delaware limited liability company (the "Assignor"), and DRAGON OPERATIONS, LLC, a Delaware limited liability company (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor and the Assignee entered into a certain Transaction Agreement, dated as of August 29, 2013, 2013 (the "Transaction Agreement") with certain other persons party thereto; and

WHEREAS, pursuant to the Transaction Agreement, the Assignee shall accept and the Assignor shall transfer and assign to the Assignee all of the Assignor's right, title and interest in, to and under certain trademarks, and any registrations thereof or applications therefor, as listed on Schedule A hereto and including all goodwill associated therewith (the "Trademarks").

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Transaction Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1.1 Assignment. The Assignor hereby contributes, transfers, conveys, assigns and delivers to the Assignee, and the Assignee hereby accepts from the Assignor, all of the Assignor's right, title and interest in and to the Trademarks, including, but not limited to, the goodwill associated therewith and the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Trademarks, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (c) all other rights of any kind whatsoever of the Assignor accruing thereunder.

Section 1.2 Acknowledgement. The Assignor hereby acknowledges and agrees that from and after the date hereof, as between the parties, the Assignee shall be the exclusive owner of the Trademarks.

Section 1.3 Cooperation. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. At the Assignee's sole cost and expense, the Assignor shall execute and deliver such other documents and take all other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment and to perfect the Assignee's right, title and interest in and to the Trademarks, including, without limitation, its recordation in relevant state and national trademark offices.

Section 1.4 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THE TRANSACTION AGREEMENT, THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, AND ANY REPRESENTATIONS OR WARRANTIES RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF ARE HEREBY DISCLAIMED.

Section 1.5 General Provisions. This Assignment and the Transaction Agreement constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. Nothing contained in this Assignment supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of the Assignor or the Assignee under the Transaction Agreement (all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the Transaction Agreement). In the event of any conflict between the terms of this Assignment and the terms of the Transaction Agreement, the terms of the Transaction Agreement shall control. This Assignment shall not be interpreted to broaden the scope of the Assignee's rights with respect to the Trademarks beyond those rights provided in the Transaction Agreement. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

Section 1.6 Governing Law; Jurisdiction and Venue. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. Both the Assignee and the Assignor hereby consent to and submit to the exclusive jurisdiction and venue of the federal and state courts located in the State of Delaware for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.

Section 1.7 Counterparts. This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first above written.

ASSIGNOR:

DROGA5, LLC

By: 
Name: Judd Merkel
Title: CFO

ASSIGNEE:

DRAGON OPERATIONS, LLC

By: 
Name: Judd Merkel
Title: CFO

Schedule A

Trademark	Jurisdiction	Status	App/Reg. No./Date	International Class(es)	Owner
FAKES	U.S. Federal	Published (Pending) Intent To Use	85562406 07-MAR- 2012	3	DROGA5, LLC
FAKES	U.S. Federal	Published (Pending) Intent To Use	85562410 07-MAR- 2012	9	DROGA5, LLC
FAKES	U.S. Federal	Published (Pending) Intent To Use	85562413 07-MAR- 2012	14	DROGA5, LLC
FAKES	U.S. Federal	Published (Pending) Intent To Use	85562414 07-MAR- 2012	18	DROGA5, LLC
FAKES	U.S. Federal	Published (Pending) Intent To Use	85562415 07-MAR- 2012	25	DROGA5, LLC

[Schedule A to Trademark Assignment]