

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305543

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kimberly Roschmann		05/08/2014	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Body Central Stores, Inc.		
Street Address:	6225 Powers Avenue		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32217		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85769487	LIPSTIK LINGERIE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3129843100		
Email:	trademarks@bfkn.com		
Correspondent Name:	Thomas M. Gniot		
Address Line 1:	200 West Madison Street, Ste. 3900		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	BDCN-0058		
NAME OF SUBMITTER:	Thomas M. Gniot		
SIGNATURE:	/Thomas M. Gniot/		
DATE SIGNED:	05/21/2014		
Total Attachments: 2			
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OP \$40.00 85769487

ASSIGNMENT

WHEREAS, Kimberly Roschmann, an individual, residing at 41W121 Whitney Rd., Campton Hills, IL 60175, ("**Assignor**"), owns in the United States the trademark LIPSTIK LINGERIE (& Design) in connection with clothing, namely, new and recycled vintage-style slips and undergarments, together with all good will associated with or related thereto (collectively, the "**Lipstik Lingerie Mark**");

WHEREAS, Assignor represents and warrants that Appln. No. 85/769,487 is the only United States and worldwide trademark registration, application and/or domain name associated with or relating to the Lipstik Lingerie Mark owned by Assignor;

WHEREAS, Body Central Stores, Inc., a Florida corporation, with its place of business at 6225 Powers Avenue, Jacksonville, Florida 32217 ("**Assignee**"), has agreed to acquire the entire right, title and interest of Assignor in, to and under the Lipstik Lingerie Mark, including, but not limited to, Appln. No. 85/769,487, pursuant to that certain Agreement dated December 12, 2013 between the Assignor and Assignee (the "**Agreement**");

WHEREAS, pursuant to the Agreement, Assignor has agreed to assign to Assignee the Lipstik Lingerie Mark, and all attendant registrations, applications and domain names therefor, together with all good will associated with or related to the Lipstik Lingerie Mark, such assignment to be effective on MAY 8, 2014.

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge:

1. Effective on MAY 8, 2014, Assignor does sell, transfer, convey, and assign to Assignee, free and clear of all liens, encumbrances, claims, licenses, restrictions, and rights of any other person whatsoever, (i) all of Assignor's right, title, and interest in, to, and under the Lipstik Lingerie Mark (including, but not limited to, any registrations, applications and domain names therefor, as applicable), together with all good will associated with or related to the Lipstik Lingerie Mark, and together with all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover for any past infringement, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, and (ii) any and all other right, title or interest Assignor may have in the name, words and/or phrase "Lipstik," "Lipstick" and "Lipstik Lingerie."

2. Assignor represents and warrants that she has full right to convey all right, title and interest herein assigned, along with all good will associated with or related to the Lipstik Lingerie Mark.

3. Assignor further agrees to execute any and all documents and do any such further acts that shall be required in order for Assignee to secure such rights.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment this 12th day of December, 2013.

Kimberly Roschmann

Kimberly Roschmann

STATE OF Illinois)
COUNTY OF Cook) SS:

Subscribed and sworn to before me
this 12th day of December, 2013.



N. Ranni Matar
Notary Public

My commission expires: 6-8-2015