

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310979

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alfred Angelo, Inc.		07/05/2014	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Alfred Angelo Newco, Inc.		
Street Address:	1301 Virginia Drive, Suite 110		
City:	Fort Washington		
State/Country:	PENNSYLVANIA		
Postal Code:	19034		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3416173	DREAM IN COLOR	
Registration Number:	3374327	FOR BRIDES WHO DREAM IN COLOR	
Registration Number:	3313825	ANGELO ANGELS	
Registration Number:	3842846	PURELY ALFRED ANGELO	
Registration Number:	3475447	ALFRED ANGELO SAPPHIRE	
Registration Number:	3372495	ALFRED ANGELO BRIDAL	
Registration Number:	2558174	ALFRED ANGELO	
Registration Number:	2318229	ZUM ZUM	
Registration Number:	2576377	ALFRED ANGELO	
Registration Number:	1365681	ALFRED ANGELO	
Registration Number:	1386837	PICCIONE	
Serial Number:	86125667	BRIDES LIKE US	
Serial Number:	86125657	BRIDES LIKE US	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
TRADEMARK			

CH \$340.00 3416173

Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 69026/003

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 07/17/2014

Total Attachments: 5

source=Trademark Assignment Agreement#page1.tif

source=Trademark Assignment Agreement#page2.tif

source=Trademark Assignment Agreement#page3.tif

source=Trademark Assignment Agreement#page4.tif

source=Trademark Assignment Agreement#page5.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of July 5, 2014 ("Effective Date") by and between Alfred Angelo, Inc., a Pennsylvania corporation ("Assignor") and Alfred Angelo Newco, Inc., a Delaware corporation, with its principal office at 1301 Virginia Drive, Suite 110, Fort Washington, PA 19034 ("Assignee").

WHEREAS, pursuant to that certain General Assignment and Bill of Sale of Collateral, dated as of July 5, 2014 by and among Assignor, Assignee and the other parties named therein, the Assignor sold and assigned to the Assignee the trademarks set forth on Schedule A attached hereto, including the applications and registrations therefore, together with the goodwill of the business associated therewith (collectively, the "Marks");

WHEREAS, Assignee has requested and Assignor has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the assignment of the Marks to Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby, assigns, transfers and sets over to Assignee the entire right, title and interest of Assignor in and to the Marks, together with all goodwill of the business associated therewith, for the United States (federal and state), including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States (federal or state) or may be secured in the future in any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's 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, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world, in each case

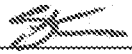
in clauses (1)-(4), solely at Assignee's expense and to the extent reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment .

* * * * *

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative as of the Effective Date.

ASSIGNOR:

ALFRED ANGELO, INC.

By: 
Name: Stephen J. Czech
Title: President

Acknowledged and Agreed:

ASSIGNEE:

ALFRED ANGELO NEWCO, INC.

By: Vanessa McIntosh
Name: Vanessa McIntosh
Title: Chief Financial Officer

SCHEDULE A

US MARKS

<u>Word Mark</u>	<u>Serial Number</u>	<u>Reg. Number</u>	<u>Regis. Date</u>	<u>Owner</u>	<u>Live/Dead</u>
DREAM IN COLOR	78924731	3416173	22-Apr-08	Alfred Angelo Newco, Inc.	LIVE
FOR BRIDES WHO DREAM IN COLOR	78924886	3374327	22-Jan-08	Alfred Angelo Newco, Inc.	LIVE
ANGELO ANGELS	78689951	3313825	16-Oct-07	Alfred Angelo Newco, Inc.	LIVE
PURELY ALFRED ANGELO	77796471	3842846	31-Aug-10	Alfred Angelo Newco, Inc.	LIVE
ALFRED ANGELO SAPPHIRE	77323757	3475447	29-Jul-08	Alfred Angelo Newco, Inc.	LIVE
ALFRED ANGELO BRIDAL	77186783	3372495	22-Jan-08	Alfred Angelo Newco, Inc.	LIVE
ALFRED ANGELO	76103316	2558174	9-Apr-02	Alfred Angelo Newco, Inc.	LIVE
ZUM ZUM	75530193	2318229	15-Feb-00	Alfred Angelo Newco, Inc.	LIVE
ALFRED ANGELO	75274375	2576377	4-Jun-02	Alfred Angelo Newco, Inc.	LIVE
ALFRED ANGELO	73502680	1365681	15-Oct-85	Alfred Angelo Newco, Inc.	LIVE
PICCIONE	73502681	1386837	18-Mar-86	Alfred Angelo Newco, Inc.	LIVE
BRIDES LIKE US	86125667	n/a	11-nov-2013	Alfred Angelo Newco, Inc.	LIVE
BRIDES LIKE US	86125657	n/a	11-nov-2013	Alfred Angelo Newco, Inc.	LIVE