

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326723

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Body Central Corp.		12/15/2014	CORPORATION: DELAWARE
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: 2			
Property Type	Number	Word Mark	
Registration Number:	4649540	SOCIAL CENTRAL	
Registration Number:	4317299	SOCIAL CENTRAL	
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>			
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-02		
NAME OF SUBMITTER:	Thomas M. Gniot		
SIGNATURE:	/Thomas M. Gniot/		
DATE SIGNED:	12/19/2014		
Total Attachments: 3			
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ASSIGNMENT

THIS ASSIGNMENT (“**Assignment**”), dated as of December 15, 2014 (the “**Effective Date**”), is made by Body Central Corp. (“**Assignor**”), in favor of Body Central Stores, Inc. (“**Assignee**”).

WHEREAS, Assignor is the owner of all right, title and interest in and to the mark SOCIAL CENTRAL, together with the applications and registrations therefor as outlined on Schedule A, attached hereto and made a part hereof (collectively, the “**Assigned Marks**”);

WHEREAS, Assignee desires to acquire the entire right, title and interest of Assignor in and to the Assigned Marks together with all good will associated therewith on the terms and conditions herein.

NOW, THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, free and clear of all liens, security agreements and other encumbrances, and Assignee hereby accepts the conveyance, transfer and assignment of (a) all of Assignor’s right, title, and interest, in law and in equity, throughout the world, in, to, and under the Assigned Marks (including, but not limited to, the applications and registrations set forth on Schedule A), together with all good will associated with or related to the Assigned Marks, 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 (b) any and all other right, title or interest Assignor may have in the name, words or phrase “SOCIAL CENTRAL.” If Assignor possesses any such rights that cannot be assigned to Assignee, Assignor waives the enforcement of such rights, and if Assignor has any rights that cannot be assigned or waived, Assignor hereby grants to Assignee an exclusive, irrevocable, perpetual, worldwide, fully paid license, with right to sublicense, to such rights. Assignor hereby covenants that it has full right to convey the entire interest herein assigned, along with the good will therein.

2. **Recordation and Further Actions.** Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such steps and actions following the Effective Date, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Marks are properly assigned to Assignee, or any assignee or successor thereto.


3. **Other Deliverables.** Following the Effective Date, Assignor, at its sole expense, agrees to promptly deliver to Assignee or its legal counsel any additional documents or tangible things that Assignee may reasonably request relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance, registration, assertion or enforcement of the Assigned Marks.

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

5. **Governing Law.** This Assignment shall be governed by the laws of the State of Florida, both as to interpretation and performance.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the Effective Date.

BODY CENTRAL CORP.

By: 

Name: Richard L. Walters, Jr.

Its: SVP CFO

Date: 12-15-14

SCHEDULE A

Mark	Registration No.
SOCIAL CENTRAL	4,649,540
SOCIAL CENTRAL	4,317,299

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