

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327501

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Trade Capital Services, Inc., as attorney-in-fact for Sunny Leigh Studio LLC		12/24/2014	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	ZG Apparel Group, LLC		
Street Address:	1375 Broadway, 12th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1490270	SUNNY LEIGH	
CORRESPONDENCE DATA			
Fax Number:	2128945548		
<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:	212-940-8800		
Email:	david.sherman@kattenlaw.com		
Correspondent Name:	David B. Sherman		
Address Line 1:	575 Madison Avenue		
Address Line 2:	c/o Katten Muchin Rosenman LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	386346-00001		
NAME OF SUBMITTER:	David B. Sherman		
SIGNATURE:	/David B. Sherman/		
DATE SIGNED:	12/29/2014		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "**Assignment**"), is made as of December 24, 2014, by WELLS FARGO TRADE CAPITAL SERVICES, INC., as attorney-in-fact for Sunny Leigh Studio LLC ("**Debtor**") under Special Power of Attorney, dated December 13, 2012 (in such capacity, "**Assignor**"), to ZG APPAREL GROUP, LLC ("**Assignee**").

WHEREAS, Assignor, as secured party in possession of certain of Debtor's assets, desires to transfer and assign to Assignee all of Assignor's right, title and interest in and to the following (collectively, the "**Trademark Rights**"): (a) any and all of Debtor's trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Debtor's business symbolized by the foregoing or connected therewith, and (vi) all of Debtor's rights corresponding thereto throughout the world (collectively, the "**Trademarks**"); (b) any (i) licenses or other similar rights provided to Debtor in or with respect to any Trademark owned or controlled by any other person and (ii) any licenses or other similar rights provided to any other person in or with respect to any Trademark owned or controlled by Debtor ("**Trademark Licenses**"); (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (d) all products and proceeds (as that term is defined in the Uniform Commercial Code) of the foregoing, including any claim by Debtor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Trademark Rights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, as secured party in possession of the Debtor's Trademark Rights, hereby assigns and transfers to Assignee all of Assignor's right, title, and interest in the Debtor's Trademark Rights. All rights and privileges associated with the Trademark Rights, including the right to sue for and recover all damages from any past or future infringements or other violations of the Trademark Rights, will be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Trademarks on the date first written above.

WELLS FARGO TRADE CAPITAL SERVICES,
INC., as attorney-in-fact for Sunny Leigh Studio LLC
under Special Power of Attorney, dated December 13,
2012

By: *James D. Proulx*
Name: *James D. Proulx*
Title: *Senior Vice President*

STATE OF Georgia)
COUNTY OF Clayton) ss.:

On the 24th day of December 2014, before me personally came James Vincent Dypiona, to me known, who being by me duly sworn, did depose and say, that he/she is the SVP of WELLS FARGO TRADE CAPITAL SERVICES, INC., the company described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by order of the board of directors of said company.

May S. Barker
Notary Public

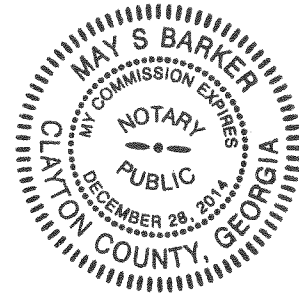


EXHIBIT A TO ASSIGNMENT OF TRADEMARKS

	Serial No.	Registration No.	Mark
1	73681616	1490270	SUNNY LEIGH