

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM334611

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DEB SHOPS SDW LLC		03/10/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Softree, Inc.		
<b>Street Address:</b>	1545 Francisco Street		
<b>City:</b>	Torrance		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90501		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2283897	CLUB ZONE	
<b>Registration Number:</b>	2310568	I WANT IT. I NEED IT. I HAVE TO HAVE IT!	
<b>Registration Number:</b>	3600385	VOLTAGE	
<b>Registration Number:</b>	3764215	DEBSHOPS.COM	
<b>Registration Number:</b>	3787977	DEBSHOPS	
<b>Registration Number:</b>	3782282	DEB	
<b>Registration Number:</b>	3782264	DEB	
<b>Registration Number:</b>	3822791	WANT IT NOW?	
<b>Registration Number:</b>	4389508	REIGN SUGAR	
<b>Registration Number:</b>	4512570	REIGN WISH	
<b>Serial Number:</b>	86035122	REIGN FESTIVAL	
<b>Serial Number:</b>	86035154	REIGN INSTANT KHARMA	
<b>Serial Number:</b>	86110198	REIGN SKY	
<b>Serial Number:</b>	86176979	REIGN ENCHANTED	
<b>Serial Number:</b>	86302350	DEB	
<b>Serial Number:</b>	86302165	DEB	
<b>Serial Number:</b>	86406348	DEBPROM	
<b>Registration Number:</b>	1290180	DEB	
<b>Registration Number:</b>	1329017	CSO	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1377670	DEB
Registration Number:	1003568	DEB
Registration Number:	4042989	REIGN BY DEB
Registration Number:	4376906	REIGN BY DEB
Serial Number:	85319441	REIGN BY DEB
Registration Number:	4133244	WE'VE GOT YOUR NUMBER
Registration Number:	4133243	WE'VE GOT YOUR NUMBER
Registration Number:	2907454	PULSE
Serial Number:	77931287	TABOO
Serial Number:	85018148	TABOO

**CORRESPONDENCE DATA**

**Fax Number:** 4242393434

*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.*

**Phone:** 424-239-3859

**Email:** nlamell@blankrome.com

**Correspondent Name:** Nancy Benveniste Lamell

**Address Line 1:** 2029 Century Park East

**Address Line 2:** 6th Floor

**Address Line 4:** Los Angeles, CALIFORNIA 90067

**ATTORNEY DOCKET NUMBER:** 143708-00101

**NAME OF SUBMITTER:** Nancy Benveniste Lamell

**SIGNATURE:** /Nancy B. Lamell/

**DATE SIGNED:** 03/10/2015

**Total Attachments: 5**

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## ASSIGNMENT

(United States Patent and Trademark Office)

This ASSIGNMENT ("Assignment") is dated as of March 10, 2015 ("Effective Date"), by and between DEB SHOPS SDW LLC, a Delaware limited liability company (the "Assignor"), and SOFTREE, INC., a California corporation ("Softree").

WHEREAS, Assignor is the registrant or applicant of the trademarks, as applicable, specified on the attached Schedule A (each a "Mark" and collectively the "Marks"), which is incorporated herein by reference, as registered with or applied to the United States Patent and Trademark Office (the "USPTO");

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase, Assignment and Transfer Agreement dated as of March 4, 2015 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement and that that certain order, signed and entered by the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") on the Bankruptcy Court's docket on March 6, 2015, entitled "Order, Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, (I) Authorizing the Sale of Certain Intellectual Property to Softree, Inc. Free and Clear of Liens, Claims, Encumbrances and Other Interests, and (II) Granting Related Relief" (the "Bankruptcy Court Order"), Assignor agreed to enter into an assignment and sell, assign, and transfer all right, title, and interest in and to the Marks, and the goodwill symbolized thereby as provided herein; and

WHEREAS, Assignee desires to receive such assignment of the Marks.

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

Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer from Assignor all of Assignor's right, title, and interest in and to the Marks identified in Schedule A attached hereto, 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 within the United States or 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 (i) the goodwill of the business relating to the goods and services in respect of which each Mark is used and for which it is registered or applied for, (ii) all income, royalties, or payments due or payable, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Marks, and (iii) all rights to sue for past, present, and future infringements or misappropriations 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 respective successors, assigns, or other legal representatives.

Assignor hereby requests the Director of U.S. Patent and Trademark Office, and any other applicable governmental entity or registrar (including, without limitation, any applicable foreign or international office or registrar), to record Softree, Inc., a California corporation, as owner or applicant of each Mark, as applicable, as assignee of the entire right, title, and interest in and to the same.

This Assignment may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument and any of the parties or signatories hereto may execute this Assignment by signing any such counterpart. The parties agree that electronic signatures in the form of handwritten signatures on a facsimile transmittal, scanned and digitized images of a handwritten signature (e.g., scanned document in PDF format), and typed signatures on email transmissions from the party to be bound, shall have the same force and effect as original manual signatures.


This Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws provisions thereof.

**[BALANCE OF PAGE INTENTIONALLY LEFT BLANK.]**

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

**ASSIGNOR:**

DEB SHOPS SDW LLC

By: 

Name: TIMOTHY D. BOATES

Title: CRO

**ASSIGNEE:**

SOFTREE, INC.

By: \_\_\_\_\_

Name: Bennett Koo

Title: Chief Executive Officer

*Signature Page to Assignment*

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

**ASSIGNOR:**

DEB SHOPS SDW LLC

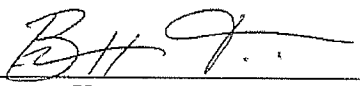
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

SOFTREE, INC.

By:  \_\_\_\_\_

Name: Bennett Koo

Title: Chief Executive Officer

*Signature Page to Assignment*

**SCHEDULE A**

**TRADEMARKS**

<b>Mark Description</b>	<b>Country</b>	<b>Serial Number or Registration Number</b>	<b>Application Date or Date Registered</b>
CLUB ZONE	United States	Reg: 2,283,897	Reg: 10/5/1999
I WANT IT. I NEED IT. I HAVE TO HAVE IT!	United States	Reg: 2,310,568	Reg: 1/25/2000
VOLTAGE (design)	United States	Reg: 3,600,385	Reg: 3/31/2009
debshops.com & Design	United States	Reg: 3,764,215	Reg: 3/23/2010
DEBSHOPS (word)	United States	Reg: 3,787,977	Reg: 5/11/2010
DEB LOGO – B&W	United States	Reg: 3,782,282	Reg: 4/27/2010
DEB LOGO – COLOR	United States	Reg: 3,782,264	Reg: 4/27/2010
WANT IT NOW?	United States	Reg: 3,822,791	Reg: 7/20/2010
REIGN SUGAR	United States	Reg: 4,389,508	Reg: 8/20/2010
REIGN WISH	United States	Reg: 4,512,570	Reg: 4/8/2014
REIGN FESTIVAL	United States	Ser: 86/035,122	App: 8/12/2013
REIGN INSTANT KHARMA	United States	Ser: 86/035,154	App: 8/12/2013
REIGN SKY	United States	Ser: 86/110,198	App: 11/5/2013
REIGN ENCHANTED	United States	Ser: 86/176,979	App: 1/28/2014
DEB & Heart Design	United States	Ser: 86/302,350	App: 6/6/2014
deb (pink heart logo)	United States	Ser: 86/302,165	App: 6/6/2014
DEBPROM	United States	Ser: 86/406,348	App: 9/25/2014
DEB & Design	United States	Reg: 1,290,180	Reg: 8/14/1984
CSO & Hanger Design	United States	Reg: 1,329,017	Reg: 4/2/1985
DEB (stylized)	United States	Reg: 1,377,670	Reg: 1/7/1986
DEB	United States	Reg: 1,003,568	Reg: 1/28/1975
REIGN BY DEB	United States	Reg: 4,042,989	Reg: 10/18/2011
REIGN BY DEB FOR PERFUME	United States	Reg: 4,376,906	Reg: 7/30/2013
REIGN BY DEB & design	United States	Ser: 85/319,441	App: 5/12/2011
WE'VE GOT YOUR NUMBER & design (green)	United States	Reg: 4,133,244	Reg: 4/24/2012
WE'VE GOT YOUR NUMBER & design (red)	United States	Reg: 4,133,243	Reg: 4/24/2012
Pulse	United States	Reg: 2,907,454	Reg: 12/7/2004
TABOO	United States	Ser: 77/931,287	App: 2/9/2010
TABOO	United States	Ser: 85/018,148	App: 4/20/2010

**TRADEMARK**