

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348952

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ballet Jewels, LLC		08/08/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Ballet Group, Inc.		
Street Address:	3 Empire Boulevard		
City:	South Hackensack		
State/Country:	NEW JERSEY		
Postal Code:	07606		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1828222	BALLET	
Registration Number:	4222180	ALEX'S OUTLOOK	
Registration Number:	3923721	DREAM IT UP	
Serial Number:	86329475	BALLET ACCESSORIES	
Serial Number:	86329417	BALLET HANDBAGS	
CORRESPONDENCE DATA			
Fax Number:	9733797734		
<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:	9733794800		
Email:	jtaub@buddlerner.com		
Correspondent Name:	Benjamin G. Taub		
Address Line 1:	150 John F. Kennedy Parkway, 3rd Floor		
Address Line 4:	Short Hills, NEW JERSEY 07078		
ATTORNEY DOCKET NUMBER:	7457-91		
NAME OF SUBMITTER:	Benjamin G. Taub		
SIGNATURE:	/benjamin g. taub/		
DATE SIGNED:	07/22/2015		

OP \$140.00 1828222

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made on August 8, 2014 by and between Ballet Jewels, LLC, a Delaware limited liability company ("Assignor"), and Ballet Group, Inc., a New Jersey corporation ("Assignee"), in favor of Assignee. Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, as of the date hereof, Assignor and Assignee have entered into that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to assign all of its rights, title and interests in, and Assignee has agreed to assume all of Assignor's and obligations under, the Purchased Assets, including all Intellectual Property Assets, and the Assumed Liabilities;

WHEREAS, Assignor wishes to convey all of its respective right, title and interest in and to those trademarks set forth on Schedule A attached hereto (collectively, the "Trademarks"), as the Trademarks are part of the Intellectual Property Assets; and

WHEREAS, Assignee desires to acquire the Trademarks and the goodwill represented thereby, all in accordance with and subject to the terms and conditions of the Asset Purchase Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound the parties agree as follows:

1. Definitions. All capitalized terms used in this Trademark Assignment but not otherwise defined herein are given the meanings set forth in the Asset Purchase Agreement.

2. Assignment. Assignor hereby sells, grants, assigns, transfers, and delivers to Assignee all of its rights, title and interests in and to the Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, and the right to renew any registration therefor, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past, present or future infringement of said Trademark with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

3. Recordation of Assignment. Assignor does hereby authorize and request the United States Commissioner of Patents and Trademarks and any other applicable governmental authority in any applicable jurisdiction to record Assignee as assignee and as the owner of the

Trademarks and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future notices and any other communications and documents bearing on the Trademarks.

4. Binding Effect. This Trademark Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Trademark Assignment.

5. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

6. Severability. If any term or provision of this Trademark Assignment is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Trademark Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Trademark Assignment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

7. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

8. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Trademark Assignment.

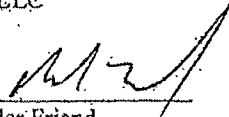
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[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment
as of the day and year first above written.

ASSIGNOR:

Ballet Jewels, LLC

By: 
Name: Alexander Friend
Title: Manager

ASSIGNEE:

Ballet Group, Inc.

By: _____
Name:
Title:


**SCHEDULE A
TRADEMARKS**

Registered Trademarks and Pending Applications

Country	Mark	Class(es) (and Date of First Use)	Registration No.	Registration Date	Status/Renewal Dates
U.S.	BALLET	14 (1994)	1828222	3/29/1994	Registered and renewed on 3/28/14. Next Section 8 Declaration of Continued Use and Section 9 Renewal due between 3/29/23 - 3/29/24.
U.S.	BALLET HANDBAGS	18 (intent-to-use)	Pending Application	Pending Application	Pending Application (filed 7/7/14)
U.S.	BALLET ACCESSORIES	9 (intent-to-use) 25 (intent-to-use)	Pending Application	Pending Application	Pending Application (filed 7/7/14)
U.S.	ALEX'S OUTLOOK	14 (06/01/2009)	4222180	10/09/2012	Registered. Section 8 Declaration of Continued Use and Section 15 Declaration of Incontestability due between 10/9/17-10/9/18.
U.S.	DREAM IT UP	14 (12/20/2009)	3923721	2/22/2011	Registered. Section 8 Declaration of Continued Use and Section 15 Declaration of Incontestability due between 2/22/16-2/22/17.

Non-Registered Trademarks

1. Ballet Jewels

2. Ballet logo mark - The logo for 'Ballet' features a large, stylized letter 'B' with a small crown-like symbol above its top right corner. To the right of the 'B' is the word 'allet' in a simple, lowercase, sans-serif font.

Trade Names, Corporate Names, Brand Names

1. Ballet Jewels, LLC is the name of the Seller, and its trade name is Ballet Jewels. Seller's brands are Ballet Jewels and Ballet.