TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390356

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
bebe studio inc.		06/08/2016	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	BB Brand Holdings LLC
Street Address:	240 Madison Avenue, 15th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	4577519	BEBE NOUVEAU CHIC
Registration Number:	4514806	BEBE
Registration Number:	4521934	2B BEBE
Registration Number:	4521933	2B BEBE
Registration Number:	4521929	2B BEBE
Registration Number:	4521926	2 B BEBE
Registration Number:	4448985	BEBE NOUVEAU
Registration Number:	4366032	BEBE DESIRE
Registration Number:	4265257	WISHES & DREAMS
Registration Number:	2906864	BEBE SPORT
Registration Number:	3339845	BEBE
Registration Number:	2690952	BEBE
Registration Number:	2660869	BEBE
Registration Number:	3410195	BBSP
Registration Number:	3786035	PH8
Registration Number:	3509651	2B BEBE
Registration Number:	3477238	BEBE BOUDOIR
Registration Number:	2494865	BEBE
Registration Number:	2496624	BEBE

CH $615.00 4577519

Property Type	Number	Word Mark
Registration Number:	2328170	BEBE
Registration Number:	2289914	BEBE
Registration Number:	2054940	2 BE
Registration Number:	2038435	BEBE
Registration Number:	1652462	BEBE

CORRESPONDENCE DATA

Fax Number: 4156574424

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: 415-657-4644

Email: gbosch@bebe.com

Correspondent Name: Gary Bosch, Esq.

Address Line 1: 400 Vally Drive

Address Line 4: Brisbane CA, CALIFORNIA 94005

NAME OF SUBMITTER:	Gary Bosch
SIGNATURE:	/s/Gary Bosch
DATE SIGNED:	07/05/2016

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT (TRADEMARK)

This **INTELLECTUAL PROPERTY ASSIGNMENT (TRADEMARK)** (this "Assignment") is dated as June 8, 2016, by and among bebe stores, inc., a California corporation ("bebe"), Bebe Studio, Inc., a California corporation ("BSI" and together with bebe, collectively, "Assignor") and BB Brand Holdings LLC, a Delaware limited liability company ("Assignee").

RECITALS

This Assignment is made with reference to the following facts:

A. Assignor is the owner of the trademark registrations and applications identified on Exhibit A;

B. Assignor, Assignee and BB Brand Management LLC, a New York limited liability company, have entered into that certain Asset Purchase And Contribution Agreement, of even date herewith (the "Asset Purchase and Contribution Agreement"), pursuant to which Assignor has agreed to sell, transfer and assign to Assignee and Assignee has agreed to purchase and assume from the Assignor certain assets, including all registered, unregistered and common law trademarks, service marks, logos and brand names owned by Seller including the "*bebe*" name and any derivations thereof as well as the marks set forth on Exhibit A, and all registrations and applications therefor, together with the goodwill of the Business connected with the use of and symbolized by such marks, in any form including abbreviation, derivation, diffusion and/or otherwise, whether stylized or not stylized, for all commercial purposes for all goods, products and services, including for apparel and apparel accessories, including in all international trademark classes, including all worldwide rights, title and interest in such names, whether registered or not (collectively, the "Trademarks").

ASSIGNMENT

NOW, THEREFORE, in accordance with the Asset Purchase and Contribution Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined in this Assignment shall have the meanings ascribed thereto in the Asset Purchase and Contribution Agreement.

2. Assignment. Assignor hereby assigns to Assignee, all of Assignor's worldwide right, title and interest in and to the Trademarks, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Trademarks, the right to prosecute, maintain and defend the Trademarks before any public or private agency, office or registrar, and the right to sue and recover damages for all causes of action (either in law or in equity). The assignments contemplated herein are meant to be absolute assignments and not by way of security. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor's right, title and

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interest in, to and under the Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

3. **Cooperation.** Assignor agrees to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and otherwise agrees to take all such other actions which the Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment.

4. **Terms of the Asset Purchase and Contribution Agreement.** Each party acknowledges and agrees that the representations, warranties and agreements contained in the Asset Purchase and Contribution Agreement, and any limitations thereto, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between the terms of this Assignment and the terms of the Asset Purchase and Contribution Agreement, the terms of the Asset Purchase and Contribution Agreement shall control.

5. **Benefit.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. Notwithstanding the foregoing, no party shall, without the consent of the other parties hereto, have the right to assign any of its rights or delegate any of its obligations hereunder.

6. **Non Waiver.** The parties hereto shall not be deemed to waive any of their rights or remedies under this Assignment except by a duly executed written waiver. No delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver of any right or remedy on any one occasion shall not be construed as a bar to or waiver of such right or remedy on any future occasion.

7. **Governing Law.** This Assignment shall be governed and interpreted in accordance with the laws of the State of Delaware, without regard to its conflicts of laws principles. Any proceeding brought with respect to this Assignment must be brought in any court of competent jurisdiction in the State of Delaware and, by execution and delivery of this Assignment, each party (a) accepts generally and unconditionally, the exclusive jurisdiction of such courts and any related appellate court, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Assignment (subject to any right to appeal or to seek equitable relief with respect thereto) and (b) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, act or proceeding bought in such a court or that such court is an inconvenient forum.

8. **Entire Agreement.** This Assignment and the Exhibit attached hereto, together with the Transaction Documents, constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and supersede any and all prior oral and written, and all contemporaneous oral, agreements or understandings pertaining thereto.

9. **Construction.** Whenever the context may require, any pronoun used in this Assignment shall include the corresponding masculine, feminine, or neuter forms, and the

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singular form of nouns, pronouns, and verbs shall include the plural form and vice versa. A reference to a party to this Assignment or a party to any other agreement or document includes such party's permitted successors and assigns. The words "hereof," "herein" and "hereunder," and words of similar import when used in this Assignment shall refer to this Assignment as a whole and not to any particular provision of this Assignment, and article, section, subsection, schedule, and exhibit references are to this Assignment unless otherwise specified. The words "including," "include," "includes" and all variations thereof shall mean "including, without limitation."

10. **Severability.** If any provision of this Assignment shall be unlawful, void or unenforceable in whole or in part for any reason, such provision or such part thereof shall be deemed separable from and shall in no way affect the validity or enforceability of the remaining provisions of this Assignment.

11. **Headings.** Headings contained in this Assignment are solely for the convenience of the parties hereto and shall not be deemed to or be used to define, construe or limit any of the provisions hereof.

12. **Amendments.** This Assignment may not be amended, changed or modified except by a writing signed by all of the parties hereto.

13. **Counterparts/ Facsimile.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. Facsimile and scanned signatures shall be deemed original signatures and the parties agree that a facsimile or scanned signature shall be followed by a manually signed original if requested by either party.

[SIGNATURE PAGE TO FOLLOW]

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

ASSIGNOR:
bebe stores, inc.

By: _____
Name: Walter Parks
Title: President and Chief Operating Officer

Bebe Studio, Inc.

By: _____
Name: Walter Parks
Title: Treasurer

ASSIGNEE
BB Brand Holdings LLC

By: _____
Name: Joseph Gabbay
Title: Manager

[Signature Page to the Intellectual Property Assignment (Trademark)]

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

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bebe stores, inc.

By:_____
Name: Walter Parks
Title: President and Chief Operating Officer

Bebe Studio, Inc.

By:_____
Name: Walter Parks
Title: Treasurer

ASSIGNEE
BB Brand Holdings LLC

By:_____
Name: Joseph Gabbay
Title: Manager

[Signature Page to the Intellectual Property Assignment (Trademark)]

Exhibit A
Trademarks

Redacted

Redacted

	Kingdom	4 Feb 1998	4 Feb 1998	
2b bebe (design)	United States of America	[none given]	[none given] 1 Oct 2013	[none given]
BEBE	United States of America	[none given]	86129558 26 Nov 2013	[none given]
BEBE NOUVEAU CHIC	United States of America	[none given] 29 Jul 2014	86056837 5 Sep 2013	[none given]
2B BEBE	United States of America	4521933 29 Apr 2014	86080120 1 Oct 2013	bebe studio, Inc.
BEBE	United States of America	4514806 15 Apr 2014	85129558 26 Nov 2013	bebe studio, Inc.
2 BE	United States of America	2054940 22 Apr 1997	75092460 22 Apr 1996	bebe studio, Inc.
2B BEBE	United States of America	3509651 30 Sep 2008	77230305 16 Jul 2007	bebe studio, Inc.

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Trademark	Jurisdiction	Reg. No./ Date	App. No./ Date	Owner
2B BEBE	United States of America	4521926 29 Apr 2014	86079651 1 Oct 2013	bebe studio, Inc.
2B BEBE	United States of America	4521929 29 Apr 2014	86079785 1 Oct 2013	bebe studio, Inc.
2B BEBE	United States of America	4521934 29 Apr 2014	86080155 1 Oct 2013	bebe studio, Inc.
BB	United States of America	2856637 22 Jun 2004	76976477 25 Apr 2000	bebe studio, Inc.
BBSP	United States of America	3410195 8 Apr 2008	77975190 26 Oct 2006	bebe studio, Inc.
bebe	United States of America	4514806 15 Apr 2024	[none given]	bebe studio, Inc.
BEBE	United States of America	2038435 18 Feb 1997	75012867 31 Oct 1995	bebe studio, Inc.
BEBE	United States of America	2289914 2 Nov 1999	75435752 17 Feb 1998	bebe studio, Inc.
BEBE	United States of America	2328170 14 Mar 2000	75523565 22 Jul 1998	bebe studio, Inc.
BEBE	United States of America	2496624 9 Oct 2001	75543404 27 Aug 1998	bebe studio, Inc.
BEBE	United States of America	2494865 2 Oct 2001	75740809 30 Jun 1999	bebe studio, Inc.
BEBE	United States of America	2660869 10 Dec 2002	78061922 3 May 2001	bebe studio, Inc.
BEBE	United States of America	2690952 25 Feb 2003	78081700 29 Aug 2001	bebe studio, Inc.
BEBE	United States of America	3339845 20 Nov 2007	78935123 21 Jul 2006	bebe studio, Inc.
BEBE	United States of America	1652462 30 Jul 1991	73757935 17 Oct 1988	bebe studio, Inc.
BEBE BOUDOIR	United States of America	3477238 29 Jul 2008	77035637 2 Nov 2006	bebe studio, Inc.

Trademark	Jurisdiction	Reg. No./ Date	App. No./ Date	Owner
BEBE DESIRE (word)	United States of America	4366032 9 Jul 2013	85712076 24 Aug 2012	bebe studio, Inc.
BEBE NOUVEAU	United States of America	4448985 10 Dec 2013	85784639 20 Nov 2012	bebe studio, Inc.
BEBE NOUVEAU CHIC	United States of America	4577519 29 Jul 2014	[none given] 5 Sep 2013	bebe studio, Inc.
BEBE SPORT	United States of America	2906864 30 Nov 2004	78975366 29 May 2002	bebe studio, Inc.
Wishes and Dreams	United States of America	4265257 25 Dec 2012	85346068 14 Jun 2011	bebe studio, Inc.
BEBE	Venezuela	[none given]	08874/2003	bebe studio, Inc.

Redacted