

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/12/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carol Anderson, Inc.		07/11/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Carol Anderson Licensing, LLC
Street Address:	18915 Laurel Park Road
City:	Rancho Dominguez
State/Country:	CALIFORNIA
Postal Code:	90220
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78159857	CAROL ANDERSON
Serial Number:	78744800	CAROL ANDERSON
Serial Number:	78744799	CAROL ANDERSON
Serial Number:	78744797	CAROL ANDERSON
Serial Number:	78744789	CAROL ANDERSON
Registration Number:	1999976	CAROL ANDERSON
Serial Number:	78744780	FEATHER CHUCKER ANGLER WEAR

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-981-3483
 Email: dclark@sidley.com
 Correspondent Name: Dusan Clark, Esq.

CH \$190.00 78159857

Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St. Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	26696-10010
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	07/12/2006

Total Attachments: 6
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CONFIRMATORY ASSIGNMENT AGREEMENT OF WORLDWIDE TRADEMARK RIGHTS

This Confirmatory Assignment Agreement of Worldwide Trademark Rights ("Confirmatory Assignment"), effective March 12, 2004, ("Effective Date") is by and between CAROL ANDERSON, INC., a California corporation with its principal place of business at 18915 Laurel Park Road, Rancho Dominguez, California 90220 ("CA INC.") and CAROL ANDERSON LICENSING, LLC, a California limited liability company with its principal place of business at 18915 Laurel Park Road, Rancho Dominguez, California 90220 ("CAL LLC").

WHEREAS, CA INC. was the sole owner of all right, title and interest in and to those certain trademarks, service marks and trade names at common law, and registered on state, federal and foreign trademark registers in various countries or member countries ("Trademarks"), as referenced in the schedule attached hereto as Exhibit A;

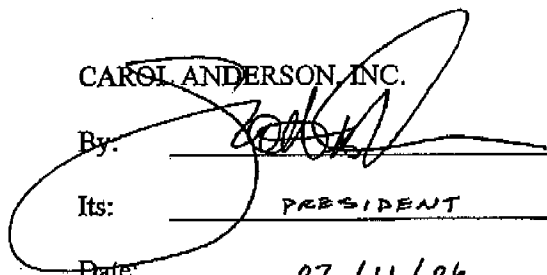
WHEREAS, on March 12, 2004, CAL LLC acquired the assets of CA INC. whereby CA INC. agreed to sell, assign, transfer, convey, and deliver to CAL LLC, its successors and assigns, any and all of CA INC.'s Trademarks and other proprietary rights; and

WHEREAS, CAL LLC desires CA INC. now to confirm said sale, conveyance, assignment, and transfer insofar as it relates to said Trademarks and all goodwill of the business symbolized by the marks.

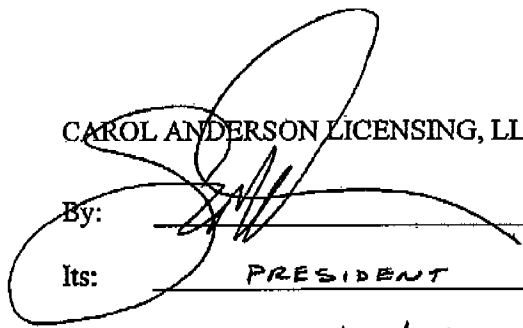
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CA INC., hereby confirms that effective March 12, 2004, it sold, conveyed, assigned, transferred, and delivered to CAL LLC, its successors, assigns and legal representatives, all worldwide right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized thereby, all rights to sue for past infringement of said Trademarks, and all causes of action (either at law or equity) with respect thereto, the right of recovery, including but not limited to damages, for such past infringement, and the right to assign the rights conveyed herein, the same to be held and enjoyed by CAL LLC for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives.

CA INC. will from time-to-time after the Effective Date, upon request of CAL LLC, execute, acknowledge, and deliver all such further deeds, assignments, transfers, conveyances, powers of attorney and assurances, and take such further action as may be required to carry out the intent of this Confirmatory Assignment, and to transfer and vest title to any trademark being transferred hereunder, and to protect the right, title, and interest in and enjoyment of all the Trademarks assigned hereunder.

By signature below, the parties affirm agreement to these terms.

CAROL ANDERSON, INC.
By: 
Its: PRESIDENT
Date: 07 / 11 / 06

AGREED AND ACCEPTED:

CAROL ANDERSON LICENSING, LLC
By: 
Its: PRESIDENT
Date: 07 / 11 / 06

**EXHIBIT A
TRADEMARK REGISTRATIONS AND APPLICATIONS
SUBJECT TO THE TRADEMARK ASSIGNMENT AGREEMENT**

CAROL ANDERSON MARKS

Mark	Country	Reg. No./ App. No.	Classes	Goods/Services
CAROL ANDERSON - Word Mark	US	78/159,857	26	hair ornaments, namely pins, bands, bows, clips, jewels, beads and ribbons, barrettes, and hair scarves
CAROL ANDERSON - Word Mark	US	78/744,800	9	frames for eyeglasses and sunglasses
CAROL ANDERSON - Word Mark	US	78/744,799	18	purses, handbags, backpacks, fanny packs, tote bags, cosmetic cases sold empty, toiletry cases sold empty, coin purses and wallets
CAROL ANDERSON - Word Mark	US	78/744,797	14	watches, watch bands and straps, bracelets, brooches, jewelry pins, jewelry, jewelry chains, rings, watch chains, charms, earrings and necklaces
CAROL ANDERSON - Word Mark	US	78/744,789	3	perfume, cologne and cosmetics, namely eye shadow, lipstick, lip gloss, blush, nail polish, nail polish remover, loose facial powder, moisturizer in the form of a vitamin e stick for application to the face and body, eye makeup remover, facial cleanser, astringent for cosmetic purposes, skin moisturizer, bath gel, bath oil, bath powder, bubble bath and body lotion
CAROL ANDERSON - Word Mark	US	1,999,976	25	sportswear, namely tops, bottoms, pants, skirts, skorts, shirts, blouses, vests, jackets, scarves and ties
	Canada			(1) Frames for eyeglasses and sunglasses, and cases for eyeglasses and sunglasses;

Mark	Country	Reg. No. App. No.	Classes	Goods/Services
CAROL ANDERSON		1116,393		<p>perfume, cologne and cosmetics, namely eye shadow, lipstick, lip gloss, blush, nail polish, nail polish remover, loose facial powder, moisturizer in the form of Vitamin E stick for application to the face and body, eye makeup remover, facial cleanser, astringent for cosmetic purposes, skin moisturizer, bath gel, bath oil, bath powder, bubble bath and body lotion; watches, watch bands and straps, bracelets, brooches, jewelry pins, jewelry, jewelry chains, rings, watch chains, charms, earrings and necklaces; purses, handbags, backpacks, fanny packs, tote bags, cosmetic cases sold empty, toiletry cases sold empty, coin purses and wallets; coffee, whole coffee beans, ground coffee, and coffee drinks; water, flavoured water, seltzer water, carbonated water, soda water, mineral water, aerated water, spring water and drinking water. (2) Clothing, namely jackets, sweaters, vests, sweat shirts, sweat pants, shirts, blouses, T-shirts, pants, skirts, shorts, dresses, hats and shoes. (3) Sportswear, namely tops, bottoms, pants, skirts, skorts, shirts, blouses, vests, jackets, scarves and ties.</p>
CAROL ANDERSON	European Union	2385441	9, 18 and 25	<p>09 frames for eyeglasses and sunglasses, and cases for eyeglasses and sunglasses. 18 purses, handbags, backpacks, fanny packs, tote bags, cosmetic cases sold empty, toiletry cases sold empty, coin purses and wallets, with the exception of belts. 25 clothing, namely jackets, sweaters, vests, sweat shirts, sweat pants, shirts, blouses, t-shirts, pants, shorts, skirts, skorts, dresses, hats and shoes</p>

Mark	Country	Reg. No. App. No.	Classes	Goods/Services
CAROL ANDERSON	Hong Kong	2002B13538	9	Frames for eyeglasses and sunglasses
CAROL ANDERSON	Hong Kong	2002B13539	25	Clothing, jackets, sweaters, vests, sweat shirts, sweat pants, shirts, blouses, T-shirts, pants, shorts, skirts, skorts, dresses, hats and shoes
CAROL ANDERSON	Japan	4569786		23B01 (Eyeglasses) 17A01 (Non-Japanese style outer wear, Coats) 17A02 (Sweaters, Shirts, Nightwear, Underwear, Swimsuits, Bathing caps) 17A03 (Japanese style clothing) 17A04 (Aprons, Collar protectors, Socks, Stockings, Gaiters, Fur stoles, Shawls, Scarves, Tabi (Japanese socks), Tabi covers, Gloves, Textile baby diapers, Neckties, Neckerchiefs, Mufflers, Ear muffs) 17A07 (Hoods, Sugegasa (Japanese sedge hats), Night caps, Helmets, Hats, Caps) 21A01 (Garters, Stocking suspenders, Braces, Waistbands, Belts) 22A01 (Shoes, boots other than shoe dowels, shoe pegs, shoe handles, hobnails, metal pieces for protecting soles) 22A02 (Shoe dowels, Shoe pegs, Shoe handles, Hobnails, Metal pieces for protecting soles) 22A03 (Japanese clogs, Japanese sandals) 24A03 (Costumes) 24C01 (Special sporting or gymnastic wear and footwear excluding horse riding boots) 24C02 (Horseback riding boots)

FEATHER CHUCKER ANGLER WEAR MARK

Mark	Country	Reg. No. / App. No.	Classes	Goods/Services
FEATHER CHUCKER ANGLER WEAR - Word Mark	US	78/744,780	25	clothing, namely jackets, sweaters, vests, sweat shirts, sweat pants, tops, blouses, pants, shorts, skirts, skorts, dresses, hats, shoes and swimwear