

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BH S & B HOLDINGS LLC		11/19/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Venus Williams		
Street Address:	100 Wall Street, 20th Floor		
Internal Address:	C/O Garvey Schubert Barer		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005-3708		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77140698	ELEVEN BY VENUS WILLIAMS	
CORRESPONDENCE DATA			
Fax Number:	(206)464-0125		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-965-7880		
Email:	jdelo@gsblaw.com		
Correspondent Name:	Benjamin J. Lambiotte		
Address Line 1:	1000 Potomac St. NW		
Address Line 2:	Fifth Floor		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20007		
ATTORNEY DOCKET NUMBER:	09920-00200		
NAME OF SUBMITTER:	Benjamin J. Lambiotte		
Signature:	/BJL/		

OP \$40.00 77140698

Date:

11/19/2008

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made as of the 19th day of November, 2008 (the "Effective Date") by and between BH S&B Holdings LLC, a Delaware limited liability company, maintaining an address at 12 Harbor Park Drive, Port Washington, New York 11050 ("Assignor"), in favor of Venus Williams, an individual, maintaining an address c/o Garvey Schubert Barer, 100 Wall Street 20th Floor, Attn: Kevin J. Davis, Esq., New York, NY, 10005-3708 ("Assignee"), and together with Assignor, the "Parties").

WHEREAS Assignee owns all right, title and interest in and to a number of valuable service marks and trademarks, along with the goodwill developed therein;

WHEREAS Venusian at Large, LLC and 4004 Incorporated were parties to that certain Endorsement and License Agreement dated January 1, 2007 (the "Agreement") in which Venusian at Large, LLC and Assignee agreed to license certain of their service marks and trademarks to 4004 Incorporated as part of the Property (as defined in the Agreement);

WHEREAS 4004 Incorporated developed and used in commerce in connection with certain goods the trademark "ELEVEN BY VENUS WILLIAMS," pursuant to the Agreement (the "Mark");

WHEREAS 4004 Incorporated assigned its rights and interests in the Agreement to Symbolic Brands LLC by that certain Assignment and Assumption Agreement dated September 17, 2007;

WHEREAS 4004 Incorporated, Symbolic Brands LLC and 62 of their affiliates (collectively, the "Debtors") initiated cases under Chapter 11 of the U.S. Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") (lead case number is 08-12579 overseen by the Honorable Allan L. Gropper), to address their financial challenges;

WHEREAS the Debtors entered into that certain Asset Purchase Agreement, dated as of August 4, 2008 (as amended, the "APA") with Assignor and certain other parties for, among other things, the sale of substantially all of the Debtors' assets and assignment of certain contracts and leases to Assignor as set forth therein;

WHEREAS pursuant to that certain Order Pursuant To Sections 105(A), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 6004, 6006 And 9014 (I) Authorizing the Sale of Substantially All of the Debtors' Assets, Free and Clear of Liens, Claims, Encumbrances and Other Interests; (II) Approving Asset Purchase Agreement; (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; (IV) Authorizing the Conduct of Store Closing Sales; (V) Approving Agency Agreements; and (VI) Granting Related Relief, substantially all of the assets of the Debtors, including without limitation, the Mark and the Agreement were sold to Assignor;

WHEREAS, Assignor desires to convey to Assignee all right, title, and interest in and to the Mark, together with the goodwill associated therewith, subject to the terms of the Agreement; and

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the Mark, together with the goodwill associated therewith, subject to the terms of the Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and the agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Subject to the terms of the Agreement, Assignor does hereby irrevocably and unconditionally sell, assign, convey, transfer and deliver to Assignee and its successors and assigns, to and for its or their use forever all of the right, title, and interest of the Assignor in and to the Mark free and clear of all encumbrances, together with the goodwill of the business that the Assignor and its licensees have developed in the Mark, together with any and all applications for United States and/or foreign registration of the Mark and resulting registrations and any and all rights to register the same, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, affiliates, successors, assigns, licensees, and legal representatives, as such rights would have been held and enjoyed by the Assignors had this Assignment not been made. Without limitation of the foregoing, the rights hereby assigned to Assignee include the common law rights of the Assignor and rights in the pending applications for the Mark throughout the world.

2. The rights assigned hereunder specifically include the right to sue for any and all past infringements of the Mark, and to receive any and all damages awarded as a result of any such claim.

3. Assignor and Assignee agree to do all acts and to execute and deliver such documents and written instruments as shall from time to time be reasonably required to carry out the transactions contemplated under this Assignment.

4. The terms and provisions of this Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee and its successors and assigns.

5. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to the conflict of law provisions thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be duly executed and delivered as of the Effective Date.

BH S&B HOLDINGS LLC


Name Gary Sugarman

Chief Operating Officer
Title

Acknowledged by:

By: _____
Name:
Title: