

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
Shani Collection, Inc.	FORMERLY MLS Acquisition Corp.	12/02/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Piacenza Designs, Inc.		
<b>Street Address:</b>	1350 Avenue of the Americas		
<b>Internal Address:</b>	24th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3350916	SHANI	
<b>Registration Number:</b>	3243498	OPTIONS BY SHANI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)894-5765		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-940-6365		
<b>Email:</b>	bret.danow@kattenlaw.com		
<b>Correspondent Name:</b>	Bret J. Danow		
<b>Address Line 1:</b>	575 Madison Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022-2585		
<b>ATTORNEY DOCKET NUMBER:</b>	342022-00001		
<b>NAME OF SUBMITTER:</b>	Bret J. Danow		
<b>Signature:</b>	/s/		

**CH \$65.00 3350916**

**900148961**

**TRADEMARK**  
**REEL: 004106 FRAME: 0600**

Date:

12/02/2009

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

WHEREAS, Shani Collection, Inc. f/k/a MLS Acquisition Corp., a Delaware corporation, having an address at 209 W. 38<sup>th</sup> Street, Suite 401, New York, NY 10018, United States of America (the "ASSIGNOR"), is the owner of the trademark registrations set forth on the attached Schedule A (collectively, the "TRADEMARKS"); and

WHEREAS, Piacenza Designs, Inc., a Delaware corporation, having an address at 1350 Avenue of the Americas, 24<sup>th</sup> Floor, New York, NY 10019, United States of America (the "ASSIGNEE"), desires to acquire the right, title and interest in, to and under said TRADEMARKS.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSINGNOR does hereby sell, assign, transfer, and set over to ASSIGNEE for ASSIGNEE'S own use and enjoyment and for the use and enjoyment of its successors, assigns and 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, ASSIGNOR'S entire right, title and interest in, to and under the TRADEMARKS and the registrations therefor, and any renewals thereof, together with the goodwill symbolized by and associated with each of the TRADEMARKS, and all income, royalties, damages, and payments now or hereafter due or payable in respect thereto, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present, and/or future infringement, damages, or other unauthorized use of the rights assigned to ASSIGNEE under this Assignment.

ASSIGNOR authorizes and requests the U.S. Patent and Trademark Office, or any foreign equivalent thereof, to record ASSIGNEE as the owner of the TRADEMARKS as ASSIGNEE of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of ASSIGNEE, its successors, assigns or other legal representatives.

ASSIGNOR hereby agrees to execute any and all papers, and to perform such other proper acts, as may be reasonably necessary to secure to ASSIGNEE, or to its successors or assigns, the rights hereby transferred.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows on Page 2]

WHEREFORE, ASSIGNOR and ASSIGNEE have caused this Assignment to be duly executed below on the dates indicated by their duly authorized officers.

SHANI COLLECTION, INC. f/k/a MLS ACQUISTION CORP. (ASSIGNOR)

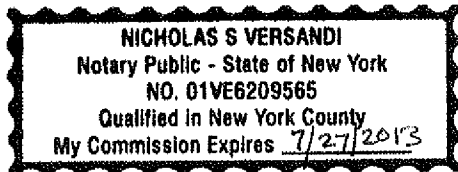
By: [Signature]  
Name: Phillip Gagnoi  
Title: Chg. Secy

Dated: December 2, 2009

State of New York :  
County of New York :ss

On this 2<sup>nd</sup> day of December, 2009, personally appeared before me the above named Phillip Gagnoi, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his act and deed in and for the purposes set forth in said instrument.

(notary seal)



[Signature]  
notary signature  
print name NICHOLAS VERSANDI  
Commission expires 7/27/2013

PIACENZA DESIGNS, INC. (ASSIGNEE)

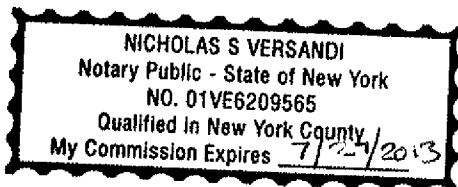
By: [Signature]  
Name: Joseph F. Ingrassia  
Title:

Dated: December 2, 2009

State of New York :  
County of New York :ss

On this 2<sup>nd</sup> day of December, 2009, personally appeared before me the above named Joseph F. Ingrassia, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his act and deed in and for the purposes set forth in said instrument.

(notary seal)



[Signature]  
notary signature  
print name NICHOLAS VERSANDI  
Commission expires 7/27/2013

SCHEDULE A

U.S. Trademark Registrations

<b>Registration Number</b>	<b>Mark</b>
3350916	Shani
3243498	Options By Shani