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TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
J. Mendel LLC		108/27/2010 I	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	J. Mendel Inc.			
Street Address:	0877 Wilshire Blvd., 18th Floor			
City:	Los Angeles			
State/Country:	CALIFORNIA			
Postal Code:	90024			
Entity Type:	CORPORATION: DELAWARE			

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1428455	J. MENDEL
Registration Number:	Registration Number: 1984745 THE WORKSHOP BY J. MENDEL	
Registration Number:	2831708	J. MENDEL
Registration Number:	2829695	J. MENDEL

CORRESPONDENCE DATA

Fax Number: (310)855-3201

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (310)855-3200

Email: Irouhi@eisnerlaw.com

Correspondent Name: Leila Rouhi

Address Line 1: 9601 Wilshire Blvd., Ste 700

Address Line 4: Beverly Hills, CALIFORNIA 90210

ATTORNEY DOCKET NUMBER:

THE GORES GROUP

Leila Rouhi

TRADEMARK

900170424 REEL: 004268 FRAME: 0721

Signature:	/Leila Rouhi/					
Date:	08/27/2010					
Total Attachments: 9						
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "<u>Assignment</u>") is made and entered into as of this 27th day of August, 2010 (the "<u>Effective Date</u>"), by and between J. Mendel LLC, a Delaware limited liability company ("<u>Seller</u>"), and J. Mendel Inc., a Delaware corporation ("<u>Purchaser</u>").

WHEREAS, Seller is the sole and exclusive owner of the entire right, title and interest in and to the United States trademark registrations and trademark applications set forth on <u>Schedule A</u> attached hereto and the foreign trademark registrations and trademark applications set forth on <u>Schedule B</u> attached hereto, together with all goodwill associated with any of the foregoing (collectively, the "<u>Marks</u>"); and

WHEREAS, Purchaser wishes to acquire from Seller, and Seller wish to assign to Purchaser, the entire right, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, transfers and sets over to Purchaser, the entire right, title and interest in and to the Marks, for the United States and for all applicable foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any applicable foreign country, now or hereafter in effect, together with all goodwill associated with any of the foregoing, and together with all income, royalties or payments accrued, due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same, in each case, for Purchaser'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 Seller if this Assignment had not been made.

Seller hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Purchaser as the assignee and owner of the Marks.

Seller shall use commercially reasonable efforts to provide to Purchaser, its successors, assigns and other legal representatives, all such cooperation and assistance at Purchaser's request and expense to the extent any out-of-pocket costs are incurred by Purchaser (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney and other documentation) to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to: (i) Purchaser's preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (ii) Purchaser's prosecution or defense of any interference, opposition, infringement, dilution or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the rights assigned herein and this

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Assignment; (iii) Purchaser's efforts to obtain any additional trademark protection relating to rights assigned herein that may be secured under the laws now or hereafter in effect in the United States or in any other country; and (iv) the implementation or perfection of this Assignment by Purchaser in all applicable jurisdictions throughout the world.

This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Nothing in this Assignment and, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation other than the parties hereto and their respective successors and assigns, any remedy or claim under or by reason of this Assignment or any term, covenant or condition hereof, and all terms, covenants and conditions and agreements contained in this Assignment shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.

This Assignment may be executed in any number of counterparts and delivered by facsimile or other electronic means, all of which shall constitute one and the same document.

This Assignment may not be amended or modified except by an instrument in writing signed by, or on behalf of, Seller and Purchaser.

This Agreement shall be construed in accordance with, and governed by, the Laws of New York without regard to principles of conflicts of Law.

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IN WITNESS WHEREOF, Purchaser and Seller have caused this Assignment to be signed by their respective duly authorized signatories as of the date first above written.

PURCHASER: J. MENDEL INC.

Name: Tide:

SELLER:

J. MENDEL LLC

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

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IN WITNESS WHEREOF, Purchaser and Seller have caused this Assignment to be signed by their respective duly authorized signatories as of the date first above written.

PURCHASER:
J. MENDEL INC.

Mame:

Title:

SELLER:

J. MENDEL LLC

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[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

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SCHEDULE A

United States Trademark Registrations and Trademark Applications

MARK	CIRY	CL. GOODS	REG. NO.	REG. DATE	SER NO.	FILE DATE	OWNER/ STATUS
J. MENDEL	U.S.	25/For and for trimmed apparel and accessories, namely, come, jackets, capes, vests, buts, mults, carmatits and aweaters	1,428,455	Feb. 10, 1987			J. Mendel LLC Renewed
THE WORKSHOP BY J. MENDEL	U.S.	40/Redesigning, remodeling and restyling services in the field of fin an fur trimmed apparel and slinking accessories	1,984,745	July 2, 1996			J. Mendel LLC Renewed
I MENDEL	U.S.	18/handbags, purses, and shoulder bags 25/Fur and fur trimmed apparel and accessories, namely, coats, jackets, capes, vests, hats, muffs, earmuffs and sweaters	2,831,708	Apr 13, 2004			J. Mendel LLC Registered
J. MENDEL	U.S.	18/handbags, purses, and shoulder bags	2,829,695	Apr 6, 2004		•	J. Mendel LLC

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SCHEDULE B

Foreign Trademark Registrations and Trademark Applications

MARK	CIRY	CL:60008	REG_NO.	REG. DATE	SER NO.	FILE DATE	OWNER STATUS
J. MENDEL	Canada	Handbags, purses and shoulder bags; for and for trimmed apparel and accessories, namely coats, jackets, capes, visits, hats, muffs, carmoffs and sweaters	TMA748691	9/25/09	1,305,893	June 19, 2006	J. Mendel LLC Registered
J.MENDEL	Canada	Handbags, purses and shoulder bags; for and for trimuned apparel and accessories, numely come, jackets, capes, vests, hats, muffs; sarmuffs and sweaters	TMA748319	9/22/09	1,305,894	June 19, 2006	I. Mendel LLC Registered
M Madri	China	18/Handbags, purses and shoulder bags, animal skins; imitation leather, traveling bags; trunk (luggage); briefcases; for: untrelias' walking sticks; saddlery	3458533	4/21/05	3458533	Peb. 14, 2003	J. Mendel LLC Registered
⅓ J.MENDEL	China	25/clothing, coats, jackets(clothing), capes, vests, hats, muffs (clothing), earmuffs, sweaters, scarves and belts (clothing), all-inone suits for babies; swimsuits, water proof clothing; costumes clothing; shoes for gymnastics; shoes; socks; gloves; sashes for wear	3458532	1/21/05	3458532	Feb. 14, 2003	Mendel LLC Registered

MARK	CTRY	CL/600DS	REG. NO.	REG_DATE	SER NO.	FILEDATE	OWNER STATUS
J. MENDEL	European Union	18/Articles made of leather or imitation leather; bags, briefcases, holdalis, rucksacks, sport bags, boot bags, satchels, wallets, hand bags, purses, shoulder bagss 23/Clothing; fur and fur trimmed apparel and accessories; coats, jackets, capes, vests, hats, masks, earmuffs, sweaters	5217849	7/12/07	5217849	July 7, 2006	J. Mendel LLC Registered
M J. MENDEL	European Union	18/Articles made of leather or imitation leather; bags, briefcases, holdalls, rucksacks, sport bags, boot bags, satchels, wallets, hand bags, purses, shoulder bagss 25/Clothing; for and for trimmed apparel and accessories; coats, jackets, capes, vests, hats, masks, earmoffs, sweaters	5219332	9/6/07	5219332	July 7, 2006	J. Mendel LLC Registered
J.MENDEL	Hong Keng	18/Handbags, purses and shoulder bags 25/ Apparel and accessories, coats, jackets, capes, vests, hats, muffs, carmuff, sweaters, scarves and belts	200211783AA (new 185, 40.)	9/9/02			J. Mendel LLC Registered
J.MENDEL	Japan	18/Handhags, shoulder bugs, other bags, purses (excluding those of previous metal), other ponches	4813190	10/29/04	2001-56917	June 22, 2001	J. Mendel LLC Registered

MARK	CIRX	CL/G0008	REG. NO.	REG. DATE	SER. NO.	EU.E.DATE	OWNER/ STATUS
J. MENDEL	Russia	18/Acticles made of leather and imitation leather, namely bags, briefeases, holdalls, rucksaeks, sport bags, bont bags, shoulder bags, landbags, purses, wallets.	396137	12/7/07	2007-738399	Dev. 7, 2007	J. Mendel LLC Registered
		25/Clothong, namely coats; jackets, capes, vests, pains, blouses, pains, pains, pains, skins, sweaters, tank tops, stoles, hats, mulfis, gloves, carmuffs, acarves, helts, shawis, footwear			TOTAL THE PROPERTY OF THE PROP		
		35/Retail store services					
% J.MENDEL	Rissia	18/Articles made of leather and imitation leather, namely bags, briefeases, holdalls, metsacks, sport bags, boot bags, satchets, shoulder bags, purses, wallets.	396138	\$2/7/07:	2007-738400	Dec. 7, 2007	J. Mendel LLC Registered
		25/Clothing, namely coats, jackets, capes, vests, pants, blouses, pants, pantsuits, dresses, gowns, shirts, skirts, sweaters, tank tops, stoles, hats, muffs, gloves, carmuffs, scarves, belts, shawls, footwear					
		15/Retail store services					

MARK	CURY	CL_GOODS	REG. NO.	REG. DATE	SER, NO.	EILE DATE	OWNER: STATUS
J.MENDEL	South Kores	18/Handbags, purses and shoulder bags. 25/Apparel and accessories, namely, conts, jackets, capes, vests, bats, muffs, camouffs, sweaters, scarves and belis	\$92,90 5	9/16/34	40-2863- 23276	June 4, 3003	Mendel LLC Registered

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RECORDED: 08/27/2010