

**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>      |
| Denimhead, Inc.                  |  | 01/27/2011            | CORPORATION: CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                         |
| <b>Name:</b>                     | WGSN, Inc.   |                       |                         |
| <b>Street Address:</b>           | 130 Fifth Avenue, 7th Floor  |                       |                         |
| <b>City:</b>                     | New York   |                       |                         |
| <b>State/Country:</b>            | NEW YORK   |                       |                         |
| <b>Postal Code:</b>              | 10011  |                       |                         |
| <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>      | 3199209  | DENIMHEAD             |                         |
| <b>Registration Number:</b>      | 3571954  | KNITHEAD              |                         |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                         |
| <b>Fax Number:</b>               | (617)574-7659  |                       |                         |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                         |
| <b>Phone:</b>                    | 617-574-4153   |                       |                         |
| <b>Email:</b>                    | lbillone@goulstonstorrs.com  |                       |                         |
| <b>Correspondent Name:</b>       | Lisa Billone   |                       |                         |
| <b>Address Line 1:</b>           | 400 Atlantic Avenue  |                       |                         |
| <b>Address Line 4:</b>           | Boston, MASSACHUSETTS 02110  |                       |                         |
| <b>NAME OF SUBMITTER:</b>        | Lisa Billone   |                       |                         |
| <b>Signature:</b>                | /Lisa Billone/   |                       |                         |
| <b>Date:</b>                     | 03/14/2011   |                       |                         |
| <b>Total Attachments: 2</b>      |  |                       |                         |

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**TRADEMARK  
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TRADEMARK ASSIGNMENT

WHEREAS, DENIMHEAD, INC., a California corporation ("Assignor"), is the owner of record of the trademarks identified in Schedule 1 attached hereto (collectively, the "Marks"), which are the subject of the United States trademark registrations listed in such Schedule 1; and

WHEREAS, the Assignor desires to transfer the Marks together with the associated goodwill to WGSN, INC. ("Assignee") and the Assignee desires to acquire the Marks from the Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns unto Assignee all of Assignor's rights, title and interest in and to the Marks, together with (a) the good will of the business symbolized by and associated with the Marks, (b) all applications for registration, registrations, renewals and statements of use thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registration thereof or such associated good will.

Assignor agrees to execute and deliver at Assignee's reasonable request all papers, instruments, and assignments, and to perform any other acts the Assignee may reasonably require in order to vest in Assignee all of Assignor's right, title, and interest in and to the Marks and/or to provide evidence to support any of the foregoing in the event such evidence is reasonably deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, this assignment has been executed on the date set forth below to be effective as of the 27 day of January, 2011.

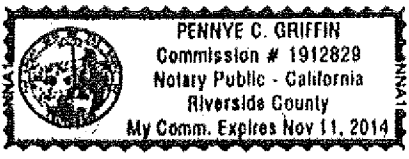
Assignor:

DENIMHEAD, INC.

By: J. Perilman  
Jill Perilman, President

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF RIVERSIDE LOS ANGELES    )

On this the 27 day of January, 2011 before me appeared Jill Perilman, the person who signed this instrument, who acknowledged that she is the President of Denimhead, Inc. and that being duly authorized she signed such instrument as a free act on behalf of Denimhead, Inc.



Penny C. Griffin  
Notary Public  
My commission expires: NOVEMBER 11, 2014

**Schedule 1**

| <b>Mark</b> | <b>U.S. Reg. No</b> |
|-------------|---------------------|
| DENIMHEAD   | 3,199,209           |
| KNITHEAD    | 3,571,954           |