

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
Jay Strongwater, Inc.		08/11/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Brand 2 LLC		
Street Address:	3260 State Route 90		
City:	Aurora		
State/Country:	NEW YORK		
Postal Code:	13026		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3400531	JAY STRONGWATER	
Registration Number:	2393667	JAY STRONGWATER	
Registration Number:	1669374	JAY STRONGWATER	
CORRESPONDENCE DATA			
Fax Number:	(866)947-1121		
Phone:	585-263-1065		
Email:	kwalsh@nixonpeabody.com		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Correspondent Name:	Kristen M. Walsh, Nixon Peabody LLP		
Address Line 1:	1300 Clinton Square		
Address Line 4:	Rochester, NEW YORK 14604		
ATTORNEY DOCKET NUMBER:	048958-000011		
NAME OF SUBMITTER:	Kristen M. Walsh		

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Signature:	/kristenmwash/
Date:	09/15/2011
Total Attachments: 4 source=JAY_STRONGWATER_TM_Assignment#page1.tif source=JAY_STRONGWATER_TM_Assignment#page2.tif source=JAY_STRONGWATER_TM_Assignment#page3.tif source=JAY_STRONGWATER_TM_Assignment#page4.tif	

TRADEMARK ASSIGNMENT

This ASSIGNMENT is made by Jay Strongwater, Inc., a New York corporation, having its principal place of business at 11 East 26th Street, New York, New York 10010 (the "Assignor"), and Brand 2 LLC, a Delaware limited liability company, having its principal place of business at 3260 State Route 90, Aurora, New York 13026 (together with its successors and assigns, the "Assignee"). Assignor and Assignee are parties to a certain Contribution Agreement, dated as of August 11, 2011 (the "Agreement").

The Assignor has adopted, owns and is using (a) certain trademarks for which the Assignor owns the trademark applications and/or registrations and all common law rights associated therewith, which are listed in Schedule A attached hereto and incorporated herein by reference (collectively, the "Marks") and (b) all of the elements of trade dress associated with the Marks and the respective goods and services (collectively, the "Trade Dress").

The Assignor has agreed to assign to the Assignee all of the rights, title, and interests of the Assignor in and to the Marks and the Trade Dress, and the Assignee has agreed to accept said assignment.

For TEN DOLLARS (USD) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns, transfers, and conveys to the Assignee, and the Assignee hereby accepts from the Assignor, all of the rights, title, and interests of the Assignor in and to the Marks and the Trade Dress, together with the goodwill of the business symbolized by the Marks and Trade Dress, with the right to recover for damages and profits and all other remedies for past infringements thereof.

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

[Signature page follows]

ASSIGNOR:

JAY STRONGWATER, INC.

Dated: August 10, 2011

By: _____

Jay Strongwater
Name: _____
Title: PRESIDENT

Sworn to before me this 10th day
of August, 2011

Notary Public

My commission expires: 3/24/15

TODD A. FINGER
Notary Public, State of New York
No. 02F16089208
Qualified in New York County

ASSIGNEE:

BRAND 2 LLC

Dated: August __, 2011

By: _____

Name: _____
Title: _____

Sworn to before me this _____ day
of _____, _____

Notary Public

My commission expires: _____

[Signature page to Assignment of Trademarks and Service Marks]

ASSIGNOR:

JAY STRONGWATER, INC.

Dated: August __, 2011

By: _____
Name:
Title:

Sworn to before me this _____ day
of _____, _____


Notary Public

My commission expires: _____

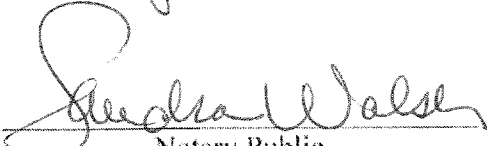
ASSIGNEE:

BRAND 2 LLC

Dated: August 10, 2011

By: 
Name: Howard Cohen
Title: Chief Financial Officer

Sworn to before me this 10 day
of August, 2011


Notary Public

My commission expires: 4/19/14



SANDRA WALSH
Notary Public, State of New York
Qualified in Seneca County
No. 01WA6220629
Expires 04/19/2014

[Signature page to Assignment of Trademarks and Service Marks]

SCHEDULE A

Trademark	Country / Jurisdiction	Application Number and Filing Date	Registration Number and Date	Class(es)
JAY STRONGWATER	China	6416786 12/04/2007	6416786 03/07/2010	6
JAY STRONGWATER	China	6416763 12/04/2007	6416763 03/28/2010	8
JAY STRONGWATER	China	6416762 12/04/2007	6416762 03/07/2010	14
JAY STRONGWATER	China	6416759 12/04/2007	6416759 03/21/2010	16
JAY STRONGWATER	China	6416761 12/04/2007	6416761 03/14/2010	20
JAY STRONGWATER	China	6416758 12/04/2007	6416758 03/14/2010	21
JAY STRONGWATER	China	6416760 12/04/2007	6416760 06/28/2010	28
JAY STRONGWATER	Community Trademark (EU)	2487999 12/04/2001	2487999 06/12/2003	4, 14, 20, 21, 28
JAY STRONGWATER	France	92 407686 02/27/1992	92 407686 02/27/1992	14
JAY STRONGWATER	India	1619906 11/09/2007		6, 8, 11, 14, 16, 20, 21
JAY STRONGWATER	Japan	H04-024787 03/11/1992	2622347 02/28/1994	14
JAY STRONGWATER	Japan	2004-041224 04/30/2004	4821430 11/26/2004	20; 21
JAY STRONGWATER	Russian Federation	2005717298 07/14/2005	316709 11/20/2005	4, 14, 20, 21, 28
JAY STRONGWATER	U.S.	76/679504 07/12/2007	3400531 03/25/2008	6, 8, 11, 16, 20, 21, 28
JAY STRONGWATER	U.S.	75/863728 03/12/1999	2393667 10/10/2000	14, 20
JAY STRONGWATER	U.S.	74/131365 01/18/1991	1669374 12/24/1991	14