

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
Piacenza Designs, Inc.		04/14/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Shani Grosz		
Street Address:	140 West End Ave, Apt 12G		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10023		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3243498	OPTIONS BY SHANI	
Registration Number:	3350916	SHANI	
CORRESPONDENCE DATA			
Fax Number:	2127986915		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-326-0831		
Email:	mshine@pryorcashman.com		
Correspondent Name:	Teresa Lee		
Address Line 1:	7 Times Square, c/o Pryor Cashman LLP		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Teresa Lee		
Signature:	/tee/		
Date:	06/05/2012		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT

WHEREAS, Piacenza Designs, Inc., a Delaware corporation, having an address at 1350 Avenue of the Americas, 24th Floor, New York, NY 10019, 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, Shani Grosz, an individual residing at 140 West End Avenue, Apt. 12G, New York, NY 10023 (the "ASSIGNEE"), desires to acquire all 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, ASSIGNOR does hereby sell, assign, transfer, convey, grant, 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 forever 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 inclusive of the registrations therefor, throughout the world in perpetuity, and any renewals, reissues and extensions thereof, together with the goodwill associated with each of the TRADEMARKS; and that part of ASSIGNOR's business connected with the use thereof and symbolized thereby, and any and all of ASSIGNOR's other rights, privileges and priorities provided under state and federal law of the United States, and under the laws of any and all foreign jurisdictions with respect to the TRADEMARKS, including without limitation, ASSIGNOR's common law rights and rights under the laws of unfair competition, and any and all rights to 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 currently known to ASSIGNOR as of the date hereof or that may become known after the date of this Assignment.

ASSIGNOR hereby covenants that ASSIGNOR has the full right to convey the interest assigned by this Assignment, and has not conveyed any interest in or right to the TRADEMARKS to any third party.

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]

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

PIACENZA DESIGNS, INC. (ASSIGNOR)

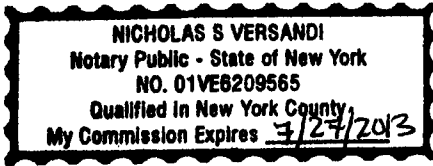
By: [Signature]
Name:
Title:

Dated: April 4, 2010

State of New York :
County of New York :ss

On this 4th day of April, 2010, personally appeared before me the above named Nicholas Versandi 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)



Nicholas Versandi
notary signature
print name NICHOLAS VERSANDI
Commission expires 7/27/2013

Dated: April __, 2010

SHANI GROSZ, an individual (ASSIGNEE)

State of _____ :
County of _____ :ss

On this ___ day of April, 2010, personally appeared before me the above named _____, 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)

notary signature
print name _____
Commission expires _____

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

PIACENZA DESIGNS, INC. (ASSIGNOR)

By: _____
Name:
Title:

Dated: April __, 2010

State of NY :
County of NY :ss

On this 14th day of April, 2010, personally appeared before me the above named Shani Grosz, 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)

KENNETH A. SCHULMAN
NOTARY PUBLIC, State of New York
No. 41-4665033
Qualified in Nassau County
Commission Expires Jan. 31 2011

Kate
notary signature
print name Kenneth A. Schulman
Commission expires 1/31/11

Shani Grosz
SHANI GROSZ, an individual (ASSIGNEE)

Dated: April 14, 2010

State of _____ :
County of _____ :ss

On this ___ day of April, 2010, personally appeared before me the above named _____, 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)

notary signature
print name _____
Commission expires _____

SCHEDULE A

U.S. Trademark Registrations

Registration Number	Mark
3350916	Shani
3243498	Options By Shani