

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
Casual Living U.S.A., Inc.		02/11/2010	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Casual Living Acquisition, LLC		
Street Address:	142 West 57th Street, 17th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1647767	CASUAL LIVING	
Registration Number:	1671411	CASUAL LIVING U.S.A.	
CORRESPONDENCE DATA			
Fax Number:	(212)655-3535		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-655-3500		
Email:	ip@msf-law.com		
Correspondent Name:	Judd H. Cohen, Esq.		
Address Line 1:	140 East 45th Street, 19th Floor		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	4382-001		
NAME OF SUBMITTER:	/Jon A. Gemma Esq.		
Signature:	/Jon A. Gemma Esq./		
Date:	02/12/2010		

CH \$65.00 1647767

Total Attachments: 3
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ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS ("Assignment") made as of the 11th day of February, 2010, by Casual Living U.S.A., Inc., a Florida corporation ("Assignor"), in favor of Casual Living Acquisition, LLC, a Massachusetts limited liability company ("Assignee").

R E C I T A L S

WHEREAS, pursuant to an Asset Purchase Agreement between Assignor, Assignee and certain other parties dated as of even date herewith (the "Purchase Agreement"), Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, among certain other property, all of Assignor's right, title and interest in and to the Assets (capitalized terms used herein and not otherwise defined shall have the respective meaning assigned to them in the Purchase Agreement);

WHEREAS, Assignor is the sole owner of the entire right, title and interest in, to and under the service marks and trademarks identified in Schedule A attached hereto (the "Trademarks"), and has a registrations for the Trademarks in the United States Patent and Trademark Office.

WHEREAS, in connection with Assignee's acquisition of the Assets, Assignee desires to acquire, and Assignor is willing to convey, Assignor's entire right, title and interest in, to and under the Trademarks, all goodwill associated therewith, and all common law rights therein.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement, Assignor hereby sells, assigns and transfers to Assignee all of the right, title and interest of Assignor in, to and under the Trademarks including common law rights, together with the goodwill symbolized by and associated with the Trademarks, and all registrations relating to the Trademarks, for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, fees and payments now or hereafter due or payable in respect of the Trademarks, and the right to file any action and recover damages by reason of past infringement, misappropriation or other unauthorized use of said Trademarks, with the right to sue for, and collect same for its own use and behalf, and for the use and behalf of its successors, assigns, or other legal representatives.

Nothing contained in this Assignment shall be deemed to amend, alter or otherwise modify any provision (including, without limitation, any representation or warranty) contained in the Purchase Agreement.

For the avoidance of doubt, Assignor is not selling, assigning or transferring to Assignee any of the Excluded Assets.

Assignor has caused this Assignment to be duly executed on the date first written above.

Casual Living U.S.A., Inc.

By: 
Name: ALIX FRANZBLAU
Title: TREASURER

SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS

TRADEMARK
REEL: 004148 FRAME: 0624

SCHEDULE A

- The mark **CASUAL LIVING**, a federally registered trademark owned by Assignor (Reg. no. 1,647,767 – Principal Register)
- The mark **CASUAL LIVING U.S.A.** , a federally registered trademark owned by Assignor (Reg. no. 1,671,411 – Principal Register)