

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
Lisa L Guajardo		01/05/2006	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Libertine LLC		
Street Address:	200 North Larchmont Blvd		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90004		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78157925	LIBERTINE	
CORRESPONDENCE DATA			
Fax Number:	(323)465-3177		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	323-465-3100		
Email:	daviderikson@mac.com		
Correspondent Name:	David Erikson		
Address Line 1:	200 North Larchmont Blvd		
Address Line 4:	Los Angeles, CALIFORNIA 90004		
ATTORNEY DOCKET NUMBER:	LIBER		
NAME OF SUBMITTER:	David Erikson		
Signature:	/DAE/		
Date:	01/10/2006		

OP \$40.00 78157925

Total Attachments: 4

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APPENDIX A

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of the ___ day of December 2005 ("Effective Date"), is by and between (1) Libertine LLC, a California limited liability company ("Assignee"), and (2) Lisa L. Guajardo ("Assignor") (collectively, the "Parties").

RECITALS

This Agreement is made with reference to the following matters:

A. Contemporaneous with the execution of this Assignment, the parties are executing a Trademark And Business Goodwill Purchase Agreement to which this Assignment is referenced and attached as Exhibit A.

B. On August 25, 2002, Assignor filed with the United States Patent and Trademark Office (the "USPTO") an intent-to-use application for registration of the Mark, for clothing in International Class 25 (No. 78/157925). Such Application is hereafter referred to as the "Guajardo Application." A Notice of Allowance was issued by the USPTO on November 15, 2005. A Statement of Use was filed by Assignor on November 22, 2005, and received by the USPTO on that date. Assignor has the right to assign all right, title and interest in and to the Mark, together with the goodwill of the business connected with and symbolized by the Mark.

C. Assignee desires to acquire all right, title and interest in and to the Mark together with the goodwill of the business connected with and symbolized by the Mark; and.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

1. Assignor hereby sells, assigns, transfers and otherwise conveys to Assignee the entire right, title, interest in and to the Mark (including the Guajardo Application) in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Mark (including, without limitation, the right to renew any registrations included in the Mark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Mark, and any priority right that may arise from the Mark), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made. Assignor also transfers and assigns to Assignee the right to sue third parties to recover damages for past infringements.

2. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and officials in any applicable jurisdictions outside the United States to record the transfer of the registrations to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to

a. prior to the Effective Date, Guajardo has been paid a deposit in the amount of US \$2,500 which is credited against the Purchase Price;

b. the balance of the Purchase Price in the amount of US \$2,500 shall be paid to Guajardo on the Effective Date, upon execution of the Trademark Assignment and this Trademark And Business Goodwill Purchase Agreement.

c. Libertine, and more specifically principals Johnson Hartig and Cindy Greene shall provide apparel business consulting services to Guajardo, in the amount of one hundred hours (valued at \$200 per hour). Libertine shall employ its best efforts to provide professional introductions to Guajardo, for the purpose of advancing Guajardo's business interests, including retail buyers and members of the fashion press corps.

3. **TRANSFER OF BUSINESS GOODWILL.** In order to effectuate the transfer of business goodwill as contemplated by paragraph 1 above, Guajardo shall, within 30 days of the Effective Date, deliver to Libertine all business assets required to constitute such transfer (including but not limited to vendor lists, customer lists, press contacts, trade secrets and clothing designs). In addition, Guajardo shall make professional introductions to Libertine as necessary to effectuate this agreement. In addition, as soon as practicable after the Effective Date, Libertine and Guajardo shall enter into the Transitional Consulting Agreement in which Guajardo and Libertine will agree, for separate consideration to Guajardo beyond the \$5,000 purchase price, that Guajardo will provide Libertine with consulting services to further facilitate the transfer of business goodwill.

4. **COOPERATION.** After payment of the Purchase Price and upon the request of Libertine, Guajardo shall execute and deliver to Libertine all documentation required to perfect the transfer and assignment of the Mark; provided, however, that Guajardo shall not be required to incur any further out-of-pocket expenses. Each party shall execute and deliver to the other party any further documentation reasonably requested to effect or confirm the transfers and agreements contemplated by this Agreement. Guajardo's duty of cooperation under this paragraph includes cooperating, as is reasonably necessary, in Libertine's efforts to record itself as the new record owner of the Mark. In addition, Guajardo shall provide to Libertine any materials in her control that are necessary to establish the validity of the assignment contemplated herein.

5. **MISCELLANEOUS.**

a. The Parties represent and warrant that no other person or entity has or has ever had any interest in the their respective businesses or the use of the Mark by such business, and the matters agreed to by this Agreement; that they have the sole right and exclusive authority to enter into and execute this Agreement and receive the sums or other consideration specified herein; and, that they have not sold, encumbered, transferred, conveyed, disposed of or otherwise assigned or interfered in any way with any of the claims or matters agreed to by this Agreement.

b. The Parties represents and warrants that, as of the date hereof, she or it does not have any actual knowledge of any actual, claimed, threatened or suspected damages, claims, actions or

other allegations of liability or wrongdoing (including, without limitation, damages, claims, actions or other matters regarding any third parties) relating to the Mark, other than the matters set forth in this Agreement.

c. **Savings Clause.** In the event that any of the terms, conditions or covenants contained in this Agreement shall be held to be invalid, any such invalidity shall not affect any other terms, conditions or covenants contained herein, which shall remain in full force and effect.

d. **Binding Effect.** All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties, their heirs, successors and assigns, including without limitation, any trustee in bankruptcy appointed in any subsequent, further or superseding bankruptcy case pertaining to any of the Parties.

e. **Voluntary Agreement.** Each of the Parties represents, warrants and agrees that they have read this Agreement carefully and know and understand its contents, that this Agreement has been voluntarily entered into, that they have received independent legal advice from their attorneys with respect to the advisability of executing this Agreement, and that any and all investigation and analysis of the facts deemed necessary or desirable have been conducted prior to the execution of this Agreement.

f. **Confidentiality.** The Parties agree to hold the terms, conditions and amount of the settlement and the other terms of this Agreement strictly confidential (except as is reasonably required in the conduct of the Parties' respective businesses).

g. **Time of Essence.** Time is of the essence in the performance of the terms and conditions of this Agreement.

h. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without reference to conflicts of laws rules.

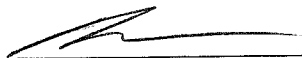
i. **Attorneys' Fees.** Should any of the Parties initiate, commence or prosecute any action or proceeding to enforce any of the provisions of this Agreement, or to protect their respective interests in any matter under this Agreement, the prevailing party shall recover all reasonable costs and expenses, including attorneys' fees and experts' fees, expended or incurred in connection therewith.

k. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and Agreement. Facsimile signatures to this Agreement shall for all purposes be deemed originals and shall bind the Parties delivering such signatures via facsimile.

IN WITNESS WHEREOF, the Parties hereto have approved and executed this Agreement on the dates set forth opposite their respective signatures.

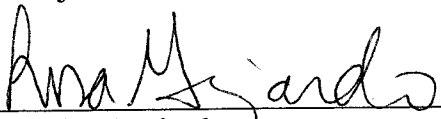
EXECUTED by the Parties as follows:

Libertine LLC

By: 
Johnson Hartig

Date: 1 5 2005

Lisa Guajardo

By: 
Lisa Guajardo

Date: 12/08/05