

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet 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 |
| Leblon USA | | 02/13/2006 | SOLE PROPRIETORSHIP: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Leblon Holdings LLC | | |
| Street Address: | 899 Cassatt Road 400 Berwyn Park | | |
| Internal Address: | Suite 115 | | |
| City: | Berwyn | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 19312 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78550330 | LEBLON | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)728-8111 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Phone: | 212-728-8000 | | |
| Email: | ipdept@willkie.com | | |
| Correspondent Name: | Claudia Cantarella | | |
| Address Line 1: | 787 Seventh Avenue | | |
| Address Line 2: | Willkie Farr & Gallagher LLP | | |
| Address Line 4: | New York, NEW YORK 10019 | | |
| NAME OF SUBMITTER: | Claudia Cantarella | | |
| Signature: | /claudiacantarella/ | | |

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REEL: 003269 FRAME: 0061

Date:

03/15/2006

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Assignment is made on this 13th day of February, 2006 (the "Trademark Assignment") by and among Leblon USA, a sole proprietorship composed of Steven G. Luttmann, USA ("Assignor") and Leblon Holdings LLC, a limited liability company organized under the laws of the State of Delaware ("Assignee").

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks and service marks listed on the attached Schedule A, all applications and registrations pertaining thereto and all common law rights associated therewith, together with all goodwill arising from the use of and symbolization by said trademarks (the "Trademarks"); and

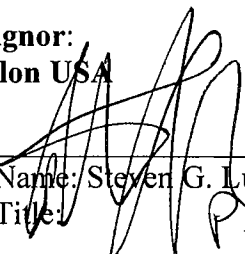
WHEREAS, Assignor has agreed to assign and Assignee has agreed to acquire, all right, title and interest in and to the Trademarks through the execution and delivery to Assignee of this instrument evidencing the assignment, sale and transfer to Assignee of the Trademarks.

NOW THEREFORE, in consideration for the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all right, title, and interest in and to the Trademarks throughout the world, including all applications therefor and all goodwill pertaining thereto, the right to conduct business under the Trademarks, including the right to license others under the Trademarks, the portion of the business of Assignor to which any intent-to-use application pertains, and all rights to sue and to collect all damages and payments for claims of past or future infringements or misappropriations thereof.

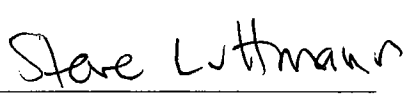
Assignor hereby agrees to execute upon the request of Assignee such additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Trademarks worldwide, including all documents necessary to register in the name of Assignee the assignment of the Trademarks with the United States Patent & Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar, and reasonably assist in any proceedings relating to Assignee's right, title, interest and benefit in and to the Trademarks.

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

Assignor:
Leblon USA

By: 
Name: Steven G. Luttmann
Title: President

Assignee:
Leblon Holdings LLC

By: 
Name: Steve Luttmann
Title: President

SCHEDULE A

| COUNTRY | MARK | Reg. No. (App. No.) | Reg. Date (App. Date) |
|----------------|-------------|----------------------------|------------------------------|
| Canada | LEBLON | App. No. 1263688 | App. Date 7/06/2005 |
| China | LEBLON | App. No. 4777716 | App. Date 7/14/2005 |
| European Union | LEBLON | App. No. 4535134 | App. Date 7/11/2005 |
| Japan | LEBLON | Reg. No. 4917097 | Reg. Date 12/22/2005 |
| Mexico | LEBLON | App. No. 727340 | App. Date 7/08/2005 |
| Norway | LEBLON | App. No. 200506472 | App. Date 7/06/2005 |
| Switzerland | LEBLON | Reg. No. 539048 | Reg. Date 10/24/2005 |
| United States | LEBLON | App. No. 78/550,330 | App. No. 1/19/2005 |