

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
Skinny Dip Hawaii, Inc.		03/28/2006	CORPORATION: HAWAII
RECEIVING PARTY DATA			
Name:	CAMM T, Inc.		
Street Address:	17008 Evergreen Place, Unit B		
City:	City of Industry		
State/Country:	CALIFORNIA		
Postal Code:	91745		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1354278	SKINNY DIP HAWAII	
CORRESPONDENCE DATA			
Fax Number:	(213)426-6921		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(213)426-6900		
Email:	david.schnider@sdma.com		
Correspondent Name:	David A. Schnider, Esq.		
Address Line 1:	801 South Figueroa Street, 18th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
NAME OF SUBMITTER:	Sandy J. Chun		
Signature:	/Sandy J. Chun/		
Date:	04/07/2006		

OP \$40.00 1354278

Total Attachments: 6
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into by and between CAMM T, Inc., a California corporation located at 17008 Evergreen Place, Unit #B, City of Industry, CA 91745 ("CAMM T"), and Skinny Dip Hawai'i, Inc., a Hawaii corporation located at 1038 A McCandless Lane, Honolulu, Hawaii 96817 ("SDH") for the assignment of the registered trademarks "Skinny Dip" and "Skinny Dip Hawaii" and the goodwill associated therewith.

RECITALS

A. Whereas, to the best knowledge and belief of SDH, SDH is the owner of the marks SKINNY DIP and SKINNY DIP HAWAII as used in connection with clothing and other goods, including swimwear (the "Marks"). SDH began using the Marks on or about July 1, 1981, first used them in commerce on or about September 8, 1984. SDH obtained federal registration for the trademark SKINNY DIP HAWAII on August 13, 1985, registration number 1354278 (the "Federal Registration"). SDH duly renewed the Federal Registration on September 30, 2005. SDH was granted Registration No. 4041268 for the trademark "SKINNY DIP" in the State of Hawaii on March 3, 2006 (the "State Registration"). The Federal Registration and the State Registration are hereinafter referred to collectively as "the Registrations". SDH has used the Marks in commerce continuously since on or about September 8, 1984;

B. Whereas, CAMM T seeks to acquire the Marks and all the goodwill associated therewith for the purpose of continuing their use on swimwear and other clothing;

C. Whereas, SDH agrees to assign the Marks and all the goodwill associated therewith to CAMM T in exchange for good and valuable consideration;

Now, therefore, the parties agree as follows:

AGREEMENTS

ARTICLE I EFFECTIVE DATE

1.1 This agreement is effective as of the last date on which it is executed by the parties below, subject to SDH's receipt of payment under Section 2.1 below.

ARTICLE 2 PAYMENT

2.1 CAMM T shall pay SDI one hundred and fifty-five thousand dollars (\$155,000.00) upon execution of this agreement. Payment shall be made in immediately available funds, payable to "Facelift Hawai'i", by wire transfer, as instructed by SDH.

ARTICLE 3 ASSIGNMENT OF TRADEMARKS

3.1 SDH hereby sells, assigns, and transfers to CAMM T, its successors and assigns, the entire right, title, and interest of SDH in and to the Marks, the Registrations, and goodwill associated therewith.

3.2 SDH agrees to reasonably assist CAMM T in recording this assignment of the Registrations with the United States Patent and Trademark Office and the State of Hawaii Department of Commerce and Consumer Affairs, respectively. CAMM T shall be solely responsible for the registration fees for such recordations.

3.3 SDH agrees to make commercially reasonable efforts to assist CAMM T in transferring the goodwill associated with the Marks and the Registrations and to assist CAMM T in enforcing the rights assigned by the Agreement as against any third parties.

3.4 SDH's obligations under Sections 3.2 and 3.3 shall be to cooperate with reasonable requests made by CAMM T, provided that SDH shall have no obligation to expend funds for such purposes.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 SDH represents and warrants as follows:

4.1.1 To the best knowledge and belief of SDH, SDH owns the Marks and the Registrations.

4.1.2 SDH has not transferred or assigned any of its rights to the Marks or the Registrations to any other person or entity.

4.1.3 SDH is not aware of any pending litigation or other disputes arising from or relating to the Marks or the Registrations.

4.1.4 SDH is not aware of any encumbrances or secured interests existing against the Marks or the Registrations.

4.1.5 SDH has had an opportunity to fully review this Agreement and consult counsel and is duly authorized to enter into the Agreement.

4.2 CAMM T represents and warrants as follows:

4.2.1 CAMM T acknowledges and agrees that, except as provided in Section 4.1 above, the transfer and assignment hereunder is without any other express or implied representation or warranty by SDH.

4.2.2 CAMM T has had an opportunity to fully review this Agreement and consult counsel and is duly authorized to enter into the Agreement.

ARTICLE 5 RELEASE

5.1 In consideration of the payment set forth in section 2.1 above, SDH releases any claims it may have against CAMM T, its agents, predecessors, successors, or assigns, arising from any use of the Marks at any time.

ARTICLE 6 INDEMNITY & GUARANTEE

6.1 SDH agrees to indemnify, defend and hold CAMM T, its shareholders, officers, directors, parents, subsidiaries, employees and agents, and the successors and assigns of each of the foregoing, free and harmless from and against any and all demands, claims, actions, causes of action, lawsuits, judgments, costs, expenses and other liabilities of every nature, including attorneys' fees, arising from a material breach of any of SDH's representations, warranties, or covenants made herein.

6.2 CAMM T agrees to indemnify, defend and hold SDH, its shareholders, officers, directors, parents, subsidiaries, employees and agents, and the successors and assigns of each of the foregoing, free and harmless from and against any and all demands, claims, actions, causes of action, lawsuits, judgments, costs, expenses and other liabilities of every nature, including attorneys' fees, arising from a material breach of any of CAMM T's representations, warranties, or covenants made herein.

6.3 Leg Avenue, Inc. a California corporation, located at 17008 Evergreen Place, Unit #A, City of Industry, CA 91745, guarantees the payment obligations of CAMM T created by this Agreement.

ARTICLE 7 DOMAIN NAME

7.1 Within thirty (30) days of the date of this Agreement, SDH agrees to transfer all right, title and interest in and to the domain names www.skinnydiphawaii.com, www.skinnydiphawaii.net, www.skinnydiphawaii.org, www.skinnydiphawaii.biz, and www.skinnydiphawaii.info to CAMM T. CAMM T agrees to pay all domain name registration fees associated with such transfer, and further agrees that SDH shall have no obligation to expend any funds in connection with such transfer.

ARTICLE 8 GENERAL TERMS

8.1 The Recitals to this Agreement are material and are incorporated and made a part hereof.

8.2 Any amendment or modification of this Agreement, or any waiver of its terms, must be written and signed by the parties.

8.3 This Agreement constitutes the entire and final agreement of the parties with respect to the subject matter hereof and supersedes any and all prior agreements, representations, promises and undertakings of any kind, whether oral or written.

8.4 This Agreement shall be binding upon and shall inure to the benefit of the parties and their representatives, successors, and assigns.

8.5 Except for the statements, representations, promises, and warranties stated in this Agreement, each party specifically does not rely upon any statement, representation, promise, or warranty of any other party in executing this Agreement.

8.6 The parties acknowledge that each of them has had an equal opportunity to participate in the drafting of this Agreement. Therefore, in any construction of this Agreement, the parties agree and understand that this Agreement shall not be construed against any party on the basis of authorship. This Agreement has been carefully read by, the contents hereof are known and understood by, and it is signed freely by each party. All persons and entities signing this Agreement have read this Agreement and are fully aware of; and fully understand, all of its content and legal affect.

8.7 No action taken by either party pursuant to this Agreement, and no waiver by either party, whether express or implied, of any provision or right in this Agreement or any breach thereof, and no failure of either party to exercise or enforce any of its rights under this Agreement, will constitute a continuing waiver with respect to such provision or right or a breach or waiver or any other provision or right, whether or not similar.

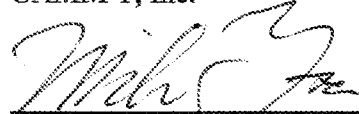
8.8 This Agreement shall be governed by and construed under and in accordance with the laws of the State of California. In the event of any such dispute

arising under this Agreement, the prevailing party shall be entitled to recover its reasonably attorney's fees and costs.

8.9 This Agreement may be executed in one or more counterparts, and by facsimile transmission, each copy of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

Dated: March 28, 2006

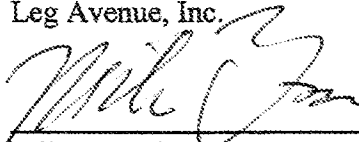
CAMM T, Inc.



Mike Tsai, President

Dated: March 28, 2006

Leg Avenue, Inc.



Mike Tsai, Secretary

Dated: March 22, 2006

Skinny Dip Hawaii, Inc.



Donna Burns, President