

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
Vincent Schuman		05/15/2006	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Challenge Products, LLC		
Street Address:	748 Bolsana Drive		
City:	Laguna Beach		
State/Country:	CALIFORNIA		
Postal Code:	92651		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78880892	CALIFORNIA GLOW	
CORRESPONDENCE DATA			
Fax Number:	(310)479-1422		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3104784100		
Email:	dhochman@wrslawyers.com		
Correspondent Name:	David Hochman		
Address Line 1:	11400 W. Olympic Blvd., 9th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90064		
ATTORNEY DOCKET NUMBER:	15429-100		
NAME OF SUBMITTER:	David Hochman		
Signature:	/David Hochman/		
Date:	05/26/2006		

OP \$40.00 78880892

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), dated as of May 15, 2006, is entered into by and between Vincent Schuman, an individual ("Assignor"), and Challenge Products, LLC, a California limited liability company ("Assignee") with reference to the following:

RECITALS

WHEREAS, Assignor as submitted a trademark application with the United States Patent and Trademark Office ("USPTO") for the mark "CALIFORNIA GLOW", Serial No. 78880892, in Class 003 for skin care products (the "Trademark"); and

WHEREAS, Assignor desires to assign all of his right, title and interest in and to the Trademark to Assignee, and Assignee desires to acquire the exclusive right, title and interest in and to the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns, transfers, and sets over unto Assignee, its successors and assigns, the full and exclusive right, title and interest in and to the Trademark, not only in the United States and its territorial possessions, but in all countries worldwide, in perpetuity, and to any renewal, modification, continuation, division, substitution or reissuance of the Trademark either by the USPTO or a foreign country's trademark office.
2. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue trademarks or any legal equivalent thereof, to acknowledge Assignee as the new owner of record of the Trademark.
3. Assignor represents and warrants to Assignee that (a) he has full right, power and authority to enter into this Agreement and to perform his obligations hereunder; (b) there are no other agreements or understanding to which he is a party that would be violated or breached by, or which prevent or preclude the assignment of the Trademark from Assignor to Assignee and the performance of Assignor's obligations hereunder; and (c) this Agreement is a valid, legally binding agreement between the parties.
4. Assignor further covenants that no assignment, sale, agreement or encumbrance will be made or entered into which would conflict with this Agreement.
5. Assignor agrees to assist Assignee, its successors or assigns, in every reasonable way to secure Assignee's rights in the Trademark, including but not limited to the execution of all applications, specifications, oaths, assignments and all other agreements which Assignee shall deem necessary in order to convey to Assignee, its successors and assigns, all right, title and interest in and to the Trademark.

6. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California without regard to the conflict of law rules thereof. The parties hereby irrevocably consent to the exclusive jurisdiction of the federal and state courts located in Los Angeles, California in connection with any action or proceeding arising out of or relating to this Agreement.

7. This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter herein and merges all prior discussions between the parties related thereto. No modification of or amendment to this Agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the party to be charged.

8. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

9. This Agreement will be binding upon Assignor's heirs, successors and assigns and will be for the benefit of Assignee, its successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date above.

By:  May 17, 2006
Vincent Schuman

AGREED AND ACCEPTED:

CHALLENGE PRODUCTS, LLC

By:  May 17, 2006
Its: Manager